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OF THE

ASSEMBLY

OF THE

STATE OF NEW YORK,

ONE HUNDRED AND TWELFTH SESSION,

1889.

VOLUME IX.—NOS. 53 to 65, INCLUSIVE.

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ANNUAL REPORT

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OF THE

NEW YORK INFANT ASYLUM

For the Year 1888.

TRANSMITTED TO THE LEGISLATURE FEBRUARY 4, 1889.

ALBANY:
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1889.

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STATE OF NEW YORK.

No. 53.

IN ASSEMBLY,

FEBRUARY 4, 1889.

ANNUAL REPORT

OF THE

NEW YORK INFANT ASYLUM.

NEW YORK, *February* 1, 1889.

To the Honorable the Legislature of the State of New York:

Inclosed please find the Annual Report of the New York Infant Asylum, transmitted to you in accordance with the requirements of the charter of the said institution.

Yours respectfully.

W. G. BATES.

REPORT.

To the Board of Supervisors of the City and County of New York and the Honorable the Legislature of the State of New York:

The board of managers of the New York Infant Asylum, in accordance with the requirements of their charter, granted by the Legislature in the month of March, 1865, as amended, beg leave to present the following report of the operation of the asylum for the year ending December 31, 1888:

During the past year the institution has occupied the asylum at the corner of Tenth avenue and Sixty-first street, New York, and the Country Home at Mount Vernon, Westchester county.

The following is a summary of the financial condition of the asylum:

RECEIPTS.

Received during the year	$95,268 27

EXPENDITURES.

Total disbursements	91,987 15
Balance in treasurer's hands, January 1, 1889	$3,281 12

ADMISSIONS, DISCHARGES, ETC., DURING THE YEAR.

Admitted women for confinement		245
Admitted women with children		49
Total		294
Children born	208	
Children received during year	93	
		301
Total		595

Children in Sixty-first street, January 1, 1888		61
Children in Mount Vernon, January 1, 1888		313
Total		374
Women at Sixty-first street for confinement, January 1, 1888	19	
Women with children, January 1, 1888	52	
		71
Women at Mount Vernon, January 1, 1888		132
Total		203
Being women		497
Being children		695
Total sheltered		1,192
Number under six months old when received		256
Number over six months old and under one year when received		18
Number over one year and under two years when received		27
Total number received during the year		301

Of these 139 were males and 162 were females.

PLACE OF NATIVITY—NEW YORK STATE.

Nationality of parents.	Fathers.	Mothers.
American	233	178
Canadian	9	2
English	5	22
French	0	4
German	36	31
Irish	55	75
Italian	2	0
Russian	7	7
Scotch	8	10
Swedish	9	12
Austrian	1	1

Nationality of parents.	Fathers.	Mothers.
Polish	0	1
Bermuda	0	1
Greek	0	1
Cuba	1	0
Hungarian	2	2
Nationality unknown	19	12

Discharges.

Number of children adopted	28
Number of deaths (children)	137
Number of children restored to parents, removed by parents or otherwise discharged	234

Cause of Death at Sixty-first Street Maternity and House Reception.

Children.

Diphtheria, laryngeal and tonsillar; heart failure	1
Pharyngeal diphtheria, umbilical phlebitis	1
Atalectasis pulmonum	1
Pharyngeal diphtheria	1
General miliary, tuberculosis	1
Cardiac paralysis, subsequent to diphtheria	1
Laryngeal diphtheria	1
Pharyngeal diphtheria, umbilical phlebitis	1
Secondary hemorrhage, imperfect anus	1
Convulsions, acute cerebral œdema (after version)	1
Convulsions	1
Marasmus	2
Entero-colitis	1
Atalectasis pulmonum, patent foramen ovale	1
Inanition	1
Gastro-enteritis	1
Cardiac paralysis (prematurely), patent foramen ovale	1
Acute hydrocephalus (spina bifida)	1
Total	19

Death-rate.

Children	5.24
General	2.61

Recapitulation.

Children	118

Diseases.

Anthrax	1
Athrepsia, broncho pneumonia	4
Athrepsia, congenital syphilis	3
Athrepsia, entero-colitis	4
Athrepsia, pertussis	1
Broncho pneumonia	5
Broncho pneumonia, entero colitis	1
Broncho pneumonia, pertussis	14
Broncho pneumonia, pleurisy with effusion	3
Broncho pneumonia, pleurisy with effusion, pulmonary gangrene	1
Cerebral	1
Cholera infantum	
Chronic entero-colitis, broncho pneumonia	3
Diphtheria	1
Diphtheria, broncho pneumonia	16
Diphtheria, broncho pneumonia nephritis	1
Diphtheria, broncho pneumonia, pertussis	1
Empyema	1
Entero-colitis, acute	24
Entero-colitis, broncho pneumonia	6
Entero-colitis, broncho pneumonia, pertussis	1
Fracture of skull	1
Gastro-enteritis, acute	4
Gastro-enteritis chronic	1
Lobar pneumonia	1
Lobar pneumonia, empyema, pulmonary gangrene	1
Meningitis, localized peritonitis, broncho pneumonia	1
Nephritis, acute diffuse, broncho pneumonia	1
Pernicious anemia	1

Peritonitis, acute, primary	1
Pertussis, pulmonary congestion	3
Pertussis, rachitis	2
Pleurisy with effusion, pertussis	1
Tuberculosis, general	6
Tuberculosis, entero-colitis	1
Total number of deaths	118
Death-rate	21.92

Of the children who died, thirty were under six months, forty-five were under one year, thirty-six were between one and two years, six between two and three, and one between three and four years of age.

The last of December two cases of scarlet fever of a very malignant character made their appearance.

Thirteen children were sent direct to Mount Vernon, and four women—one for confinement.

All of which is respectfully submitted.

H. KNICKERBACKER,
President.

L. M. BATES,
Treasurer.

NEW YORK, *January* 31, 1889.

STATE OF NEW YORK.

No. 54.

IN ASSEMBLY,

FEBRUARY 6, 1889.

COMMUNICATION

FROM THE

COMPTROLLER OF THE CITY OF NEW YORK, IN REPLY TO A RESOLUTION OF THE ASSEMBLY, GIVING THE NAMES OF ALL CHARITABLE INSTITUTIONS RECEIVING MONEYS FROM THE TREASURY OF SAID CITY.

CITY OF NEW YORK — FINANCE DEPARTMENT,
COMPTROLLER'S OFFICE, *February* 4, 1889.

To the Honorable the Assembly of the State of New York, Albany, N. Y.:

I have the honor to report to the Assembly the information called for by a resolution adopted by your honorable body as follows :

STATE OF NEW YORK:

IN ASSEMBLY,
ALBANY, *January* 25, 1889.

Resolved, That the comptroller of the city of New York report to the Assembly within fifteen days from the passage of this resolution,

First. The names of all institutions in said city which are in the receipt of public money.

Second. Their character and objects, and under what private control of sect or organization they exist.

Third. The amount of such money appropriated to each of them, respectively, for the year 1888; and

Fourth. By what authority, legislative or other, such payments are made.

By order of the Assembly,

C. A. CHICKERING,
Clerk.

A tabular statement is herewith presented, embodying the information called for in separate columns, under the respective heads of inquiry, to wit: the titles of the charitable institutions, their character and objects, and the religious organizations under which they exist, the authority and the amount of payments made to each one for the year 1888.

Respectfully submitted.

THEO. W. MYER,
Comptroller.

STATEMENT showing names of all institutions in the city of New York, which are in receipt of public money; their character and objects; under what private control of sect or organization they exist; the amount of such money received by each for the year 1888, *and by what authority, legislative or other, such payments were made.*

NAME OF INSTITUTION.	Character and object.	Authority for payment.	Amount.
ROMAN CATHOLIC.	Care and maintenance of:		
Foundling Asylum of the Sisters of Charity	Foundling infants and women	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 9	$252,457 76
New York Catholic Protectory	Indigent children	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 13	245,290 65
Association for Befriending Children and Young Girls	Females	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 20	6,627 01
Roman Catholic House of the Good Shepherd	Females	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 16	5,709 78
St. Joseph's Institution for the Improved Instruction of Deaf-Mutes.	Children, including clothing and education	Chap. 213, L. of 1875; chap. 378, L. of 1877	19,016 49
Mission of the Immaculate Virgin	Indigent and committed children	Chap. 410, L. of 1882, § 210,	110,904 00
Institution of Mercy	Indigent and committed children	Chap. 410, L. of 1882, § 210,	82,811 57
Missionary Sisters, Third Order of St. Francis	Indigent and committed children	Chap. 410, L of 1882, § 210,	60,816 07
Dominican Convent of Our Lady of the Rosary	Indigent and committed children	Chap. 410, L. of 1882, § 210,	51,123 61
Asylum Sisters of St. Dominic	Indigent and committed children	Chap. 410, L. of 1882, § 210,	47,980 01
St. Joseph's Asylum	Indigent and committed children	Chap. 410, L. of 1882, § 210,	42,846 00
St. Agatha Home for Children	Indigent and committed children	Chap. 410, L. of 1882, § 210,	17,323 25
St. James' Home	Indigent and committed children	Chap. 410, L. of 1882, § 210,	11,825 15

STATEMENT — *(Continued)*.

NAME OF INSTITUTION.	Character and object.	Authority for payment.	Amount.
ROMAN CATHOLIC — *(Continued)*.	Care and maintenance of:		
Asylum of St. Vincent de Paul	Indigent and committed children	Chap. 410, L. of 1882, § 210,	$13,754 00
St. Michael's Home	Indigent and committed children	Chap. 410, L. of 1882, § 210,	5,526 60
St. Ann's Home	Indigent and committed children	Chap. 410, L. of 1882, § 210,	13,063 73
Association for Befriending Children and Young Girls	Indigent and committed children	Chap. 410, L. of 1882, § 210,	1,802 30
			$988,877 98
PROTESTANT.			
New York Juvenile Asylum	Indigent and vagrant	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 15	$108,706 92
Nursery and Child's Hospital	Indigent and vagrant	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 10	104,781 08
New York Infant Asylum	Indigent and vagrant	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 11	87,150 35
Children's Aid Society	Indigent and vagrant, industrial schools, etc.	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 8	70,000 00
American Female Guardian Society	Indigent and vagrant, industrial schools, etc.	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 2	25,000 00
Children's Fold of the City of New York.	Indigent children	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 5	16,902 57
New York Institution for the Blind	Indigent children (clothing)	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 7	6,212 72
New York Society for the Relief of the Ruptured and Crippled.	Indigent children (treatment, etc.).	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 3	23,761 06
Shepherd's Fold of the Protestant Episcopal Church in the State of N.Y.	Indigent children	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 12	5,000 00

Five Points House of Industry.....	Indigent children.....	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 19.....	5,943 06
Protestant Episcopal House of Mercy..	Females	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 18.....	4,910 63
New York Infirmary for Women and Children.	Females	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 4.....	2,525 00
New York Institution for the Instruction of the Deaf and Dumb.	Education and clothing of pupils	Chap. 325, L. of 1863; chap. 386, L. of 1864; chap. 725, L. of 1867; chap. 253, L. of 1874; chap. 213, L. of 1875.	14,400 59
Association for the Benefit of Colored Orphans.....	Committed children.....	Chap. 410, L. of 1882, § 210.	12,861 84
American Female Guardian Society and Home for the Friendless.....	Committed children.....	Chap. 410, L. of 1882, § 210.	10,550 56
Five Points House of Industry.....	Committed children.....	Chap. 410, L. of 1882, § 210.	13,088 36
Home for Fallen and Friendless Girls..	Females	Chap. 410, L. of 1882, § 208.	4,220 06
			$516,004 80
HEBREW.			
Hebrew Benevolent Society of the City of New York.....	Orphan, half-orphan, etc.....	Chap. 410, L. of 1882, § 194, subdiv. 21, clause 14.....	$57,332 66
Hebrew Sheltering Guardian Society..	Committed children.....	Chap. 410, L. of 1882, § 210.	59,181 43
Ladies' Deborah Nursery and Child's Protectory.....	Committed children.....	Chap. 410, L. of 1882, § 210.	33,967 70
Institution for Improved Instruction of Deaf-Mutes.	Committed children, clothing and education.	Chap. 725, L. of 1867; chap. 180, L. of 1870; chap. 213, L. of 1875.....	16,473 30
			$166,955 09

THE CITY OF NEW YORK, FINANCE DEPARTMENT, COMPTROLLER'S OFFICE, *February* 4, 1889.

STATE OF NEW YORK.

No. 55.

IN ASSEMBLY,

FEBRUARY 11, 1889.

COMMUNICATION

FROM THE

ATTORNEY-GENERAL, IN RESPONSE TO A RESOLUTION OF THE ASSEMBLY, RELATING TO THE SALARY OF SUPERINTENDENT ANDREWS.

STATE OF NEW YORK:

ATTORNEY-GENERAL'S OFFICE,
ALBANY, *February* 8, 1889.

To the Assembly:

I have the honor to acknowledge the receipt from your honorable body of the following resolution:

"*Resolved*, That the Attorney-General be requested to report to this House, as soon as practicable, whether, in view of the provisions of section 24 of article 3 of the Constitution, namely, 'The Legislature shall not, nor shall the common council of any city or any board of supervisors, grant any extra compensation to any public officer, servant, agent or contractor,' whether Superintendent Andrews was entitled to the compensation given him for superintending the rebuilding the ceiling of this chamber."

In complying with the above request, I beg leave to submit the following:

There is no statement of facts accompanying the resolution as to the amount of compensation, or under what authority, if any, it was given to the superintendent.

Inquiry at the office of the Superintendent of Public Buildings, and an examination of the minutes of the committee having the matter in charge, however, discloses that the following resolution was unanimously passed and duly attested by the signature of the Speaker:

"*Resolved*, That the salary of Mr. C. B. Andrews, Superintendent of Public Buildings, for the supervision of taking down the Assembly ceiling and erecting a new one, and for the rebuilding of the Assembly staircase, be placed at thirty-five hundred dollars."

The construction of the ceiling and the other work contemplated by the resolution are provided for by chapter 582 of the Laws of 1888, which act it will be necessary to cite at length, inasmuch as it must be assumed that this is the source from which the committee derived all their authority in the premises. See section 8, article 7, State Constitution.

The act referred to is as follows:

AN ACT to provide for repairs of the Capitol and for the appointment of a committee to supervise the same and making an appropriation therefor.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. There shall be appointed by the Assembly a committee of five members, of which the Speaker shall be one, and the others shall be appointed by the Speaker, which shall have charge and direction of the repairs and alterations in the Capitol hereinafter authorized. Said committee shall have power to employ an architect to make plans and specifications, and all repairs and alterations shall be made in accordance with such plans and specifications, after the same shall be approved by said committee or a majority of them, in writing, and said plans and specifications when so approved, shall not be changed except upon the written consent of a majority of said committee. All work shall be done and all materials shall be purchased by contract to the lowest bidder in all cases where, in the judgment of said committee, such contracts can be made without detriment to the interests of the State.

§ 2. The said committee shall, as soon as practicable after the adjournment of the Legislature, and after the approval of the plans and specifications, as hereinbefore provided, cause to be removed the present ceiling of the Assembly chamber, and such other portions of the north side of the Capitol as, in the judgment of said committee, it is necessary to remove, and to erect in place thereof, a suitable ceiling and restore the portions of the building removed and also to make such repairs of the Assembly staircase in the northeast quarter of the Capitol, and of the dormer windows, gutters and roof of the north side of the building as the said committee may approve.

§ 3. The work herein authorized shall be performed by the Superintendent of Public Buildings under the direction of the aforesaid committee, and shall be completed and the said chamber, corridor, and other rooms and staircase shall be made ready for use and occupancy on or before the fifteenth day of December, 1888.

§ 4. The necessary traveling and other incidental expenses incurred by the said committee, or either of them, in the discharge of the duties herein imposed, shall be paid to them out of the appropriation hereinafter made.

§ 5. The sum of two hundred and seventy-eight thousand nine hundred and ninety-two dollars, or so much thereof as may be necessary, is hereby appropriated out of any money in the treasury not otherwise appropriated, payable by the treasurer upon the warrant of the Comptroller, upon vouchers to be approved by the Comptroller.

§ 6. No part of this appropriation, except for making plans and specification and for the expenses mentioned in the fourth section of this act, shall be expended except upon plans and specifications which shall satisfy the Comptroller that the work can and will be done and completed, and the materials therefor paid for within the limits of this appropriation, and no debt or liability shall be incurred by the said committee on behalf of the State in the prosecution of said work or for the purchase of materials for the same, beyond the amount hereinbefore appropriated therefor.

§ 7. This act shall take effect immediately.

The office of Superintendent of Public Buildings was created by chapter 349 of the Laws of 1883, section 2 of which provides

that "the said trustees shall appoint some suitable person to be Superintendent of Public Buildings, who shall have the charge and care of the building mentioned in section one of this act, and shall receive an annual salary which shall not exceed the sum of three thousand five hundred dollars, to be fixed by said trustees, and shall observe such orders and directions relating to the preservation, the care of the maintenance department of said buildings, as shall from time to time be given him by said trustees.

"The superintendent provided for in this section shall hold office for the term of two years from the period of his appointment, and is required to give his constant attention to the duties of his office. * * *."

Thus it will be seen that the Superintendent of Public Buildings is a State officer, the general line of whose duties is fixed by the statute. There is no question but the Legislature had ample power to create this office (section 2, article 10, State Constitution), and to increase or decrease the future salary attached thereto. (Mangam v. City of Brooklyn, 98 N. Y., 589; Truesdale v. City of Rochester, 33 Hun, 574; section 9, article 10, State Constitution.) And the Legislature would have power to impose new and additional burdens upon the superintendent, and to increase his salary by reason thereof.

The relation between an officer holding an office created by the Legislature and the State is not, in any sense, that of contracting parties; and holding such an office creates no vested rights in the official. (McVeaney v. Mayor, 80 N. Y., 185; People v. Devlin, 33 N. Y., 273; Long v. Mayor, 81 N. Y., 427.)

The Legislature, therefore, had ample power to impose the additional duty of superintending the construction of the new ceiling, etc., upon the superintendent, without granting an increase of salary or additional compensation. (Phœnix v. Supervisors of New York., 1 Hill, 362; Palmer v. City of New York, 2 Sandf., 318.)

And the act imposing this duty upon the superintendent makes no provision for additional compensation to him; and while it *may be* that the committee would have had power to do so had the Legislature expressly authorized it, without violating the section of the Constitution referred to in your resolution (Cole v. The State, 101 N. Y., 48; Truesdale v. City of Rochester, *supra*),

still I do not think there was any such power given to the committee by the act in question.

If there is any such power it must be contained in section four, which provides that payment of necessary traveling and *incidental expenses incurred by the said committee or either of them*, in the discharge of the duties therein imposed, should be paid to them out of the appropriation, but this does not, I think, authorize such an expenditure *as additional compensation by way of salary*, to the superintendent for the performance of services which the act in the preceding section expressly provided he should perform.

The resolution of the Assembly assumes that at least some portion of the salary referred to has been given or advanced to the superintendent. I am informed by the Comptroller that this is not so. If, however, it shall appear that any part of it has been paid, then I am of the opinion that he was not entitled to it, for the reason that there was no power vested in the committee by the act in question to pay the Superintendent the salary provided for by the resolution; and that without such authority or power expressly given to the committee, any agreement upon their part with the superintendent for a hiring and the payment of a salary under the circumstances here presented would be void as against public policy and without authority of law. (Collier vs. Munn, 41 N. Y., 143; Smith vs. City of Albany, 61 N. Y., 444.)

For these reasons I have not considered and do not decide the question whether the act referred to would have been in violation of section 24, article 3 of the Constitution, if it had in fact authorized the committee to do what was attempted to be done by the resolution.

Very respectfully, your obedient servant.

CHARLES F. TABOR,
Attorney-General.

STATE OF NEW YORK.

No. 56.

IN ASSEMBLY,

FEBRUARY 14, 1889.

ANNUAL REPORT

OF THE

TRUSTEES OF THE OSWEGO CITY LIBRARY.

To the Honorable Speaker of the Assembly, Albany, N. Y.:

DEAR SIR.—The trustees of the Oswego City Library respectfully report as follows:

Balance and receipts from December 31, 1887, to December 31, 1888		$1,109 32
Disbursements for 1888:		
For books	$326 55	
Expenses for maintaining library	466 71	
For repairs	112 72	
For insurance	69 00	
		974 98
Balance on hand December 31, 1888		$134 34

The building and other property of the institution are in good condition.

The trustees and officers are the same as at date of last report, viz.: George C. McWhorter, president; John B. Edwards, treasurer; Frederick O. Clarke, secretary; Dewitt C. Littlejohn, Gilbert Mollison, Thompson Kingsford, Theodore Irwin, Charles Rhodes.

Respectfully submitted.

FREDERICK O. CLARKE,
Secretary.

Dated at OSWEGO CITY, *February* 12, 1889.

STATE OF NEW YORK.

No. 57.

IN ASSEMBLY,

FEBRUARY 15, 1889.

ANNUAL REPORT

OF THE

BROOKLYN INSTITUTE FOR THE YEAR 1888.

BROOKLYN INSTITUTE, 200 WASHINGTON STREET,
BROOKLYN, N. Y., *February* 11, 1889.

Report of condition of the Brooklyn Institute as required by act of incorporation passed April 18, 1862.

The trust funds of the institute amount to $45,286.50 invested by the trustees in bonds, mortgages, etc.

The income of the institute during the year 1888, from all sources, amounted to $7,245.79.

The expenditures for salaries, gas, fuel, water tax, furnishing, repairs, stationery, printing, postage, etc., have amounted to	$4,139 96
For lectures and art work and library	2,388 04
For interest on loans	138 15
	$6,666 15

By order of the board.

ROBERT B. WOODWARD,
Secretary.

ANNUAL REPORT

OF THE

State Engineer and Surveyor

FOR THE

FISCAL YEAR ENDING SEPT. 30, 1888.

TRANSMITTED TO THE LEGISLATURE FEBRUARY, 1889

ALBANY:
THE TROY PRESS COMPANY, PRINTERS.
1889.

STATE OF NEW YORK.

No. 58.

IN ASSEMBLY,

FEBRUARY 1, 1889.

ANNUAL REPORT

OF THE

STATE ENGINEER AND SURVEYOR.

STATE OF NEW YORK:

OFFICE OF THE STATE ENGINEER AND SURVEYOR,
ALBANY, N. Y., *December* 15, 1888.

To the Honorable the Speaker of the Assembly:

SIR.—I have the honor to submit herewith my Annual Report for the fiscal year ending September 30, 1888.

Very respectfully, your obedient servant,

JOHN BOGART,

State Engineer and Surveyor.

REPORT.

OFFICE OF THE STATE ENGINEER AND SURVEYOR,
ALBANY, N. Y., *December* 15, 1888.

To the Honorable the Legislature of the State of New York:

The State Engineer and Surveyor has the honor to submit herewith his report for the fiscal year ending September 30, 1888.

In addition to the duties devolving upon the State Engineer and Surveyor with reference to the canals of the State, and his duties as a member of the Canal Board and as one of the Commissioners of the Land Office, the Legislature has recently imposed upon that official various special responsibilities, which will be briefly alluded to in this report.

THE CANALS.

The canals were officially opened on the 10th day of May, 1888, and closed on the 1st day of December, 1888.

Navigation on the Erie canal was seriously interrupted by a formidable break, which occurred near the village of Adams Basin, about fifteen miles west of Rochester, on the long level of sixty-two and one-half miles. The repairs were completed and navigation resumed in twelve days. No other serious breaks have occurred on the Erie canal, and but one causing any great detention on the Champlain canal.

The total freight moved upon the canals of the State during the season of navigation of 1888 amounted to 4,492,948 tons.

The general condition of the canals is steadily improving, in consequence both of the judicious application of the special extraordinary appropriations made by the legislature for particular improvements, and also of the systematic expenditure of the funds available for repairs. In the opinion of the State Engineer and Surveyor, these expenditures have been made by the Superintendent of Public Works to the best advantage. The experience and

good judgment of that official are notable and of special value. Every endeavor has been made by the State Engineer and Surveyor's department to aid his efforts to secure the best results.

ORGANIZATION OF THE DEPARTMENT.

The organization of the department has been substantially the same as in previous years. Mr. A. S. C. Wurtele has been the Deputy State Engineer and Surveyor, and the division engineers in charge of the respective divisions have been: On the eastern division, Mr. Chapman L. Johnson; on the middle division, Mr. Dennison Richmond, and on the western division, Mr. Thomas Evershed. The resident engineers have been: On the eastern division, Mr. John P. Kelley; on the middle, Mr. Henry T. Beach, and on the western, Mr. John Bisgood. Mr. John R. Kaley was division engineer of the eastern division, and Mr. Chapman L. Johnson, resident engineer, up to January,1888.

Reference is made to the reports of the Division Engineers for important details and valuable suggestions.

LENGTHENING OF LOCKS.

One of the chambers of the lock at Geddes, No. 50 of the Erie canal, was lengthened in the spring of 1885, as an experiment. This was done because, in the navigation of the canals, the use of two boats fastened together, the one behind the other, had become frequent. This was the case both with boats drawn by animal power and with boats propelled by steam. Delay in locking such boats was considerable on account of the necessity of separating the two boats before entering the locks and of again fastening them together upon leaving the locks. The result of the experiment was so satisfactory that the Legislature, the next year, authorized the lengthening of five additional locks on the Erie canal and three on the Oswego; these were completed in the spring of 1887. The next Legislature authorized the lengthening of sixteen additional locks on the Erie canal and two on the Oswego canal. The work of lengthening one of these on the Erie canal, No. 46, has not been done on account of an injunction secured by the Delaware and Lackawanna Railroad Company, whose track crosses the canal by a swing-bridge directly below the lock, and must either be raised or lifted in order to carry out the improvement in a proper manner. The work of lengthening these fifteen

locks, and also the work of lengthening the two locks on the Oswego, was finished in the spring of the past year, 1888, and final estimates have been made by this department.

The last Legislature made an appropriation for the continuance of this work, and as directed by the law the Superintendent of Public Works and the State Engineer and Surveyor have selected certain additional locks to be lengthened, viz.: Nos. 26, 27, 28, 29, 30, 63 and 64 of the Erie canal. Advertisement was duly made and bids received for these, but the amount of the bids was too great to permit all to be constructed within the amount appropriated, and therefore the contracts for Nos. 27, 28, 29, 30, 63 and 64 have been awarded and work upon them has been commenced. Nothing has been done upon lock No. 26. In the same manner lock No. 11 and guard lock No. 3 of the Oswego canal were selected, and work upon them is now in progress. The work upon all of these locks will doubtless be completed by the opening of navigation in the spring of 1889.

On completion of lock lengthening now under contract the long stretches of canal for double-headers next season will be as follows:

ERIE.

	Lock.	Miles.
Three miles east of Port Jackson to Little Falls..	26 to 36	43.50
Mohawk to Utica.....	43 to 46	14.02
Utica to Newark.....	46 to 57	113.76
Newark to Brighton.....	59 to 65	33.89
Brighton to Lockport.....	66 to 67	62.49
Lockport to Buffalo.....	71 to city.	31.56
Total		299.22

OSWEGO.

	Lock.	Miles.
Salina to Fulton.....	3 to 8	24.06
Fulton to Minetts.....	10 to 12	5.66
Total.....		29.72

	Miles
Being an increase over 1888 on Erie of.....	9.02
Being an increase over 1888 on Oswego of	1.81
Total increase over 1888	10.83

FUTURE WORK.

The lengthening of lock No. 46 would give one continuous stretch of improved canal of 127.78 miles from Mohawk to Newark. The lengthing also of the two remaining locks at Brighton, Nos. 65 and 66, would give another long stretch of improved navigation of 97.43 miles from Newark to Lockport. The lengthening of the three Newark locks, Nos. 57, 58 and 59, would connect the last mentioned two long stretches and give a continuous improved canal of 255.55 miles from Mohawk to Lockport.

NEWARK LOCKS.

The three Newark locks, Nos. 57, 58, 59, are of eight feet lift each and could be changed into two locks of twelve feet lift each.

In 1863, W. B. Taylor, then State Engineer and Surveyor, made plans for a change in location of canal at Newark on north side, with about three-quarters of a mile of new canal, with two combined locks to replace the present three locks. The cost of this work was estimated at $228,614, for single locks 225x26 feet 10 inches, at prices not far from present contract prices. It would be very advantageous to make the change from three to two locks, and the new location would give good results and not a very large excess of cost above lengthening the three locks, especially as the work could be completed in summer when the cost of transportation is at a minimum and result of labor at a maximum. For the three-quarters of a mile of canal and two double locks, 220 feet long by twenty feet wide, an approximate estimate would be $300,000.

IMPROVING THE CHANNEL OF THE CANALS.

As far as funds have been available the channel of the canals has been improved by the removal of material deposited during the course of years. The continuance of the removal of such material is of great importance, and further appropriations devoted to this purpose will essentially improve canal navigation.

More than thirty years ago a timber and plank docking was constructed at certain portions of the Erie canal in place of the original slope wall. The upper portions of these timber works have failed and have given considerable annoyance in the maintenance of the canal for several years past, and a provision should be made directly for a proper repair.

A number of bridge abutments on the berme side of the canal have yielded to the pressure of the embankment in the approach and the tops have moved toward the canal so that there has been danger of their falling entirely. In several instances these have been successfully restored to their proper position by digging behind them and partially under the rear portion and forcing them back to their normal position without break or injury to the masonry.

On the Erie canal, cross-sections are now being taken on the middle and western division to determine the work to be done in order to bring the canal to its original section. The excavation will generally be light and concentrated along the sides at the foot of the slope walls, so that it will be expensive to do by contract, besides the danger that, by inattention, contractors may undermine the slope walls. It could be done much more advantageously by the regular section superintendents without contracts. The attention of the Legislature is called to the conditions which render the execution of this work by contract, disadvantageous and expensive.

THE CHAMPLAIN CANAL.

The Champlain canal was improved by widening and building vertical walls in the worst places, for a distance altogether of 2.42 miles, and a further length of 3.02 miles is now under contract, the narrowest places being chosen for improvement.

This work is of great importance, as in many places the Champlain canal is too narrow for two boats to pass, and great benefit has been evident from the work already done.

THE BLACK RIVER CANAL.

This canal requires considerable attention and improvement to keep it in navigable order. The locks Nos. 8 and 48 of this canal, have been rebuilt during the past season, and under the appropriation made by the last Legislature lock No. 60 has been selected for rebuilding, and work upon it is now in progress, to be completed before the opening of navigation in the spring of 1889.

A number of the locks between Rome and Boonville are in bad condition, while those north of Boonville are in fair condition, with the exception of one, No. 76, which has settled badly and

will probably soon have to be rebuilt. The supply of water to this canal, and through it to the Erie canal, is treated of in another portion of this report.

WATER SUPPLY FOR THE CANALS.

The navigation of the canals depends absolutely upon a constant supply of water, and this supply should be capable of regulation in such a way as to secure at all parts of the canals the water required at any moment. It is, therefore, of primary importance that the arrangements for assuring such a supply should be maintained in perfect working condition, so that the Superintendent of Public Works may be able to store water or deliver it into the canals as may be demanded by the constantly varying requirements of navigation, depending upon the number of lockages, the rainfall, and such incidental contingencies as may from time to time arise.

The provisions for the supply of water to all parts of the State canals are described fully in the reports of the several division engineers presented with this report.

WATER SUPPLY ON THE EASTERN DIVISION.

The western nineteen miles of the eastern division, west of Little Falls, is supplied from the middle division. At Little Falls a supply is received from the Mohawk river, by means of a dam across the river at that point. This dam is a timber structure, now in a very bad condition, through which a large amount of water constantly leaks, the result of which is a much larger draught on the supply from the middle division than should be made. A good dam at Little Falls is essential to the best working of the canal, and the old structure should be taken down and a new stone dam be built. The estimated cost is $15,000.

The water supply on the other portions of the eastern division of the Erie canal does not demand attention at present.

WATER SUPPLY ON THE MIDDLE DIVISION.

The supply of water for the central portion of the Erie canal is to a large extent secured from the head waters of the Black river, passing from the pond at Forestport through the feeder to Boonville, and thence by the Black River canal to the Erie canal

at Rome. It is necessary that this supply should be constantly maintained, as it feeds the central summit level, and on it depends largely the navigation of the canal from Rome westwardly to Syracuse, and eastwardly to where the supply from the Mohawk enters at Little Falls.

Representations have been made that the manufacturing interests along the Black river suffer severely from the diversion of this water to the canal, which naturally would and formerly did flow down the valley of the Black river.

The Senate of the State has requested from the State Engineer and Surveyor a report on this subject, and during the past season he has made a careful investigation of the history of this water supply and has made a personal examination of the head waters of the Black river and various streams and lakes from which its supply is drawn. He has also had surveys and expert examinations made as to points which would aid in determining questions which arose in the study of the problems connected with this matter.

The construction of the Black River canal was provided for by chapter 157 of the Laws of 1836. One of the provisions of that law was "that the feeder and canal shall be so constructed as to pass as large a quantity of water to the Erie canal as can reasonably be spared from the Black river and from the northern portion of the Black River canal." The act also provided that payment should be made "towards the construction of said canal and feeder, of such sum as the Canal Board shall estimate and certify would be the probable expense of a feeder from the Black river to the Erie canal sufficient to supply the additional water that will be required on the Rome level."

The dam at Forestport, (then called Williamsville), which diverts the waters of the Black river to the Erie canal was not built till 1848, and the feeder was opened regularly for use on July 4, 1849.

The feeder extends from this dam at Forestport ten miles to Boonville, where it enters the summit level of the Black River canal. Thence its waters flow both southerly to the Erie canal at Rome and northerly through the Black River canal to where that canal enters the Black river at Lyons' Falls. It will be seen that such portion of the water as flows northerly is restored to

the Black river at Lyons' Falls, whence to Carthage navigation is maintained on the river by means of jetties, locks and dams.

The feeder is estimated to carry 16,000 cubic feet per minute from the Forestport pond to Boonville. Careful measurements have been made and past records examined in regard to the amount returned to the Black river, and this amount the State Engineer and Surveyor now places at an average of 5,000 cubic feet per minute. The diversion to the Erie canal is placed, therefore, at 11,000 cubic feet per minute.

When the water was first diverted in 1849, claims were made upon the Canal Commissioners for damages, and for several years the Canal Commissioners took the ground that the appropriation of the water was only temporary, and they allowed damages on that basis to various parties between Forestport and Lyons' Falls. In 1854 the Auditor refused to pay one of the drafts given by the Canal Commissioners in payment of such a claim. The Auditor maintained that the appropriation of water was permanent, and that the Canal Commissioners had no authority to settle such claims. The case was presented to the Supreme Court and then carried to the Court of Appeals, which court sustained the position of the Auditor.

Those interested then filed claims for permanent damage, and these claims, about sixty-two in number, aggregating over $600,000, and extending from Forestport to the mouth of the Black river, were presented to the canal appraisers. Hearings continued from July to December, 1858. These numerous claims being quite similar in their nature, two were agreed upon as representing the whole, and mutual stipulations were made, by consent of all parties, that all testimony taken in the several claims might be used as such in all. One of these claims was that of the Black River Woolen Company of Watertown, and the other that of Platt Williams at Forestport; these representing the situation at different parts of the river. The testimony is given in the reports of the Canal Appraisers. The awards of the appraisers give a very full history of the whole subject, including the construction of the feeder, the diversion of water, and its effect, and the steps taken by the Legislature for the relief of owners of water powers. In 1850, Mr. D. C. Jenne, resident engineer, made, under instructions of the Canal Board, a report in which he said: "Unless an amount of water be returned to

the Black river, equal to the quantity thus diverted, heavy damages to water power will ensue, the amount of which will be almost incalculable."

Based upon this report the Legislature passed an act, chapter 181, Laws of 1851, providing for the construction of reservoirs. The Canal Commissioners were required by this act "to create, if practicable, reservoirs of sufficient capacity to supply the Black River Canal feeder with such quantity of water during the summer months as shall be necessary for the supply of the Black River and Erie Canals, and as shall give to the Black river, as near as may be, as much water as ordinarily flows therein during the summer months." The act also provides that "the waters from said reservoirs shall be discharged so that the waters so reserved shall be let into the Black river during the summer months in such manner and in such quantity as to give, as far as practicable, to the inhabitants residing on said river the benefit of said reserved waters when the same shall be required for use, and such supply shall not be less than the quantity which ordinarily flows in said river during the summer, provided the supply from said reservoirs will furnish such quantity after supplying the Black River canal and the Erie canal with water."

The construction of dams to make effective some of the proposed reservoirs above Forestport was begun, and work on them proceeded as legislative appropriations were made, but in 1858, when the appraisers were considering the claims above referred to, only the North Branch reservoir had been completed. Work had been begun on South Branch, Woodhull and Chub Lake reservoirs, but had been stopped in 1857 for lack of funds.

The appraisers state "that for the nearly four years that the present Board of Appraisers has held office they have kept these claimants at bay in the hope that a time would come when they could dispose of their claims in a manner that at least would be satisfactory to themselves. * * * It is unreasonable to ask the claimants to wait an indefinite number of years more. The State has permanently appropriated this water. * * * If the reservoirs were completed, it is questionable whether they would wholly restore the original state of things. * * * While we can not ignore the fact that the State has had in contemplation the erection of reservoirs, and may yet complete them, and the water be restored, we can only take these things into account in a qualified and limited sense."

The appraisers made their awards, based upon the above and other considerations.

The Canal Commissioners appealed from the awards in a number of cases to the Canal Board.

The Canal Board, February 10, 1860, decided the appeals. In the decision the Canal Board said: "Whereas, in the opinion of this board the said appraisers in making their award of damages did not take into consideration the full amount and flow of water to be obtained and supplied to the said river and feeders by the construction and maintenance of the reservoirs designed to limit the use of the water of said river by the State as contemplated by the act of 1836 and which reservoirs were in process of construction and will soon be completed so as to supply a quantity of water nearly adequate to the wants of the State, as now contemplated, and thus return to the claimants the water of which they otherwise would have been deprived; therefore, Resolved, That the awards of the Canal Appraisers in the twenty-two cases stated below, * * * be reduced to the sums fixed and stated, * * * the rate of reduction being 35 per cent on the amount of each award of the appraisers."

It will be seen that the awards of the Canal Appraisers in these Black river cases were reduced by the Canal Board on the ground that the appraisers did not take into consideration the full amount and flow of water to be obtained and supplied to the Black river and feeders by the construction and maintenance of the reservoirs, the construction of which was contemplated by the State.

Since that time reservoirs have been built which have a storage capacity apparently sufficient to supply the full amount diverted to the Erie canal during the dry season, which diversion affects seriously the mill properties in that valley. I refer now to the reservoirs constructed above Forestport, the waters from which can be sent through the feeder to the Black River and Erie canal; the portion of which not required for the Erie canal would go to the Black River, either directly at Forestport, or through the canal northerly from Boonville.

But for various reasons, to be referred to hereafter, the construction of these reservoirs has not supplied the water needed. This fact has been recognized by the State and the Legislature has endeavored to provide for the deficiency by the

construction of two dams upon the Fulton chain of lakes, the waters of which pass through the Moose to the Black river; and also by one dam at Stillwater on the Beaver river, the waters from which pass through that river to the Black river. Neither of these reservoirs on the Fulton and Beaver rivers can supply any water to the Erie canal; all the water stored by them must go to the valley of the Black river.

The actual storage capacity of all the reservoirs combined is very large, but evidence, which seems to be conclusive, has been given that there still exists a great lack of water supply during the dry season along the valley of the Black river.

The reasons why the large storage capacity of the various reservoirs has not been sufficient to provide a greater dry weather flow, are stated in detail in the report of Mr. A. S. Kibbe, the assistant engineer in charge of the examinations made under my direction during the past summer. These reasons are, in short, the inaccessibility of the large impounded lakes at the head of the Black river and Moose river, their distances from each other, and the constant use of the water surreptitiously, by lumbermen, for the purpose of floating logs down the streams. The funds at the disposal of the Superintendent of Public Works are not large enough for the employment of sufficient guards to prevent this surreptitious use of the water. The fact is that the water is constantly drawn from these reservoirs in the woods at times when it is not needed either for the canals or for the manufacturing interests on the Black river. This water flows through the river, flows over the dam at Forestport, and is lost from the impounding reservoirs.

In 1883, the Legislature authorized the construction of an additional dam and reservoir at Forestport, but appropriated therefor only $20,000; the engineer's estimate for the construction of a proper dam being $55,000. Stone was quarried and cut, and some excavation made at the site of the dam, but the amount available being entirely too small, work has been abandoned for four years. The Legislature, in 1881, made an appropriation for a reservoir on the Beaver river, which was supplemented by acts passed in 1882, 1884 and 1886, and under this latter act the Stillwater dam was erected on the Beaver river, with an available height of nine feet one inch.

The locations chosen for these two dams and reservoirs, that is to say, the one at Forestport on the Black river, and at Stillwater

on the Beaver river, are in harmony with what the State Engineer and Surveyor believes to be the best method of securing a storage of water which will be available to the best uses for which storage is desired. That is to say, the true principle is to build reservoirs of very large size, as far down the course of the rivers as is practicable with regard to suitable construction, and to lead into such reservoirs all the flow from above them. Then the outflow can be guarded and controlled by suitable superintendence, and the flow required, either for the canals or for the mill properties, can be maintained so as not to run below a fixed rate throughout the year.

The construction of a dam and reservoir of proper size at Forestport would insure to the Erie canal at Rome, and to the Black River canal at Boonville, a constant and ample supply of water, and would also give to the Black river, from Forestport to Lyons Falls, an available surplus beyond what would be required for canal purposes.

The dam and reservoir already built at Stillwater have done good service, but the dam can, at no great cost, be considerably raised and the reservoir materially enlarged, and this would impound at one point the waters of a very large watershed, the outflow of which could also be properly controlled so that a minimum regular flow could be maintained. It is the opinion of the State Engineer and Surveyor, and he recommends, that both these works should be undertaken.

The original plan of the dam at Forestport was for a structure of twenty-one feet in height. The plan was modified to one of fifteen feet in height, but the State Engineer and Surveyor considers the original height much more desirable. The 15-foot dam would enclose in its flow-line about 800 acres, but a large part of that area would be covered with but a very small depth of water. The additional elevation of six feet would not increase the area of the overflow to any great extent, but would very greatly enlarge the storage capacity, which at this point is of very great value. This dam would be near the upper end of the present feeder, immediately under the control of the superintendent. It would have a capacity of at least 350,000,000 cubic feet of water. An appropriation should be made for this of $60,000.

This water would insure an excellent supply for the canal, and, in the opinion of the State Engineer and Surveyor, it would add considerably to the minimum flow in the river also.

It is also recommended that the Legislature authorize that such steps should be taken as may be necessary to control the flow of water through Chubb lake. This is one of the lakes authorized to be dammed in 1855 but the State never completed a dam upon it. There is, at the foot of the lake, a timber dam, controlled and kept in repair by private parties. The entire flow of Woodhull lake, Sand lake and the Bisby lakes passes through Chubb lake, but this flow is frequently stopped by the persons controlling this private timber dam, with the result of preventing the water from coming to Forestport and to the feeder when it is often most urgently needed. This dam should either be secured by the State, or, what is perhaps as well, it should be destroyed, so that the water from the upper lakes can pass through Chubb lake to Forestport without being held in its course.

The Stillwater dam on the Beaver river has now an available height, as has been stated, of 9 feet 1 inch. It is a good structure of timber, about 350 feet long. The present capacity of the reservoir is estimated at about 328,000,000 cubic feet. Every foot added to the present height of the dam will increase the present capacity 100,000,000 cubic feet. It has been found by lines of leveling that the present dam can be raised considerably, without danger of overflowing through other outlets.

In the opinion of the State Engineer and Surveyor, it is desirable to raise this dam about eight feet higher than its present elevation. The reasons for this opinion are, that the present dam has overflowed a very large area and that upon this area considerable timber has been killed by the overflow of the water. Much of the area is overflowed at present but very slightly when the reservoir is full. When the water is required for increasing the flow in the Black river, the drawing down of the present reservoir lays bare much of this flowed area and the exposure thus made does not add to the healthfulness of the country. If the dam were raised, as herein suggested, a very large proportionate increase in its capacity would be effected, and in using the water it would not be necessary to expose these wide areas of overflowed land. For the larger portion of the overflowed area the additional height would be upon the steeper side hills surrounding the reservoir and the capacity of the dam would thus be increased without greatly increasing the area of the overflowed land.

It has been suggested that other points upon the Beaver river

might be advantageously used for reservoirs, and Smith's lake, which is some distance above the Stillwater reservoir, has been particularly indicated. A careful examination of that lake was made by the State Engineer and Surveyor and his assistants during the past season, and it was found entirely practicable to build a dam there which would impound a considerable amount of water, but the expense of such a dam would be as great as is the addition suggested to the height of the Stillwater dam. It would require additional supervision; there is no access to it except by boat and carry; it would not have the capacity of the addition proposed to the Stillwater dam, and all the water from its water-shed flows down the Beaver river to the Stillwater reservoir. The raising of the water on the shores of Smith's lake would destroy the beauty and healthfulness of one of the most charming lakes of the Adirondacks and would probably entail a large amount of claims for damage against the State.

The State Engineer and Surveyor therefore recommends that the Legislature authorize the increase of the height of the Stillwater dam by at least eight feet in addition to its present height; the estimated cost of which is $25,000.

Attention is called to the full report of Mr. A. S. Kibbe, the assistant engineer in charge of the examinations of this subject under the direction of the State Engineer and Surveyor.

The supply of water upon the Jordan summit level has been equal to the demand since the construction of the Otisco Lake reservoir.

Attention is especially called to the recommendations as to the water supply of the middle division in the report of Mr. Henry T. Beach, acting division engineer, submitted herewith, particularly with reference to the Kingsley Brook dam; the extension of the pipes and a provision of a proper valve-house at the Kingsley Brook reservoir; the improvement of the channel below the Jamesville reservoir, and the enlargement of the valves in the Oswego canal guard locks.

WATER SUPPLY ON THE WESTERN DIVISION.

The chief source of supply of water for the western division is Lake Erie, and the flow from the lake is continuous towards the east. The waters from Tonawanda and Oak Orchard feeders, and from the Genesee river are of great value in filling the canal in the spring.

At the time of the break, in July last, a short distance west of Rochester, at the long level of the canal, the supply from the Genesee river was of special value, and this fact leads to the suggestion that it will be desirable that this source of supply be guarded and maintained. In the early history of the canal, before the prism was completed to its full area through the heavy rock cut west of Lockport, the Genesee river supply was depended upon as an essential element in the maintenance of navigation east of Rochester. In case of any serious accident west of Rochester this supply, immediately available, would be of great value.

It is understood that the city of Rochester, or those interested in the water power at that place, have under consideration measures for storing the waters of the Genesee river above Rochester. The State will have a special interest in the study of this subject and must reserve, in the opinion of the State Engineer and Surveyor, all privileges which it possesses and which are essential to the use of the water for the canals, at the same time not preventing a proper use and regulation of any surplus.

WATER SUPPLY FOR THE CHAMPLAIN CANAL.

The principal water supply for the Champlain canal is received through the Glens Falls feeder. This feeder for some distance in the vicinity of Glens Falls is constructed through a rock formation of very open natural stratification, and which is full of fissures in the strata. Observations of the flow through this feeder, made last year, showed a loss of about fifty per cent of the water. Some good wall has been built during the past season, but the funds available did not permit any repairs to the bottom, and only a small proportion of the leakage has been stopped.

At the last session of the Legislature a special appropriation was made to be expended upon this feeder, the amount, however, being not enough to complete the repairs very immediately necessary. Under the provisions of chapter 416 of the Laws of 1888, it has been determined to expend a portion of the sum thereby appropriated for the Champlain canal, to the repair of this feeder upon plans determined upon in consultation of the Superintendent of Public Works and the State Engineer and Surveyor.

There can be no question of the expediency and ultimate economy of doing whatever work is undertaken on this feeder in

a thorough manner, so as to effectually stop this enormous leakage of water. The amount now available will be sufficient to extend this work over only a portion of that part of the feeder where these serious leaks exist. It is desirable that a sufficient further appropriation be made for this purpose.

The feeder itself carries an extensive and important commerce, and this is greatly impeded and hindered by the effects of the leakage referred to, so that the repairs described become of greater necessity even than if the feeder was used only for its water supply.

LIFT-BRIDGES.

Five lift-bridges were completed during the past year and are now in operation, and special legislation calls for five more. The attention of the Legislature is called to the constant stoppage of street traffic when these bridges are raised at very short intervals, as must be the case during the busy season of navigation on the canals. The operating expenses of these bridges are considerable, and must be borne by the citizens of the locality where they are placed. They are delicate mechanical structures, liable to be struck by boats, should any delay in raising them occur from the inattention or carelessness of employés, or from any accident to their machinery. One, at Clyde, was badly injured and twisted by a tornado. There is danger that they will be a constant annoyance and expense to the State in the future. The State Engineer and Surveyor recommends that no additional lift-bridges be authorized, unless a very clear necessity exists for their construction in special and isolated cases, and each application for the construction of such a bridge should be examined with great care.

Power, either from the water mains of towns, or by a turbine where the location permitted, has, in several cases, been substituted for the method of raising and lowering these bridges by hand-power. It is a great improvement and should be adopted wherever possible.

BREAKS.

The most serious break which has occurred during the past season was near Adams Basin, about fifteen miles west of Rochester. It happened on July 8, 1888. It was at the point where a double arch culvert carries Little Salmon river under the Erie canal. The water carried away a high

bank making an opening of some sixty feet in length and taking out the material to a depth of twelve feet below canal bottom. It also destroyed the waste-weir and spill-way on the bank over the culvert and carried away a part of the culvert itself. The repairs were completed on July twentieth. Work was carried on day and night, some 5,000 cubic yards of material being filled in with the addition of about 1,000 cubic yards of clay for puddling which had to be hauled a distance of one mile, that being the nearest point at which it could be found. There were also used in the repair of this break 30,000 feet, board measure, of lumber, and 100 cubic yards of masonry, and fifty cubic yards of dry wall were built. The work was delayed by a leak which developed in a bed of quicksand at the east end of the timber crib which had been put in place and which entailed the use of sheet piling eighteen feet below canal bottom.

Another break occurred near Brighton, July twenty-seventh, which was repaired in one day. On the Champlain canal three leaks occurred during the year, and one at Lock 3 of the Glens Falls feeder. Navigation was interrupted by the most serious one for five days.

HUDSON RIVER IMPROVEMENT.

Under the provisions of the act to improve the Hudson river between Troy and Coxsackie, a large amount of work has been done by the Superintendent of Public Works, amounting to 195,414 $\frac{1}{10}$ cubic yards of material dredged and removed from the channel of the river. The engineering connected with this work has been in charge of a small corps, under the direction of the State Engineer and Surveyor. The report of Mr. Martin Schenck, the assistant engineer in charge, gives the details of this work. The dykes erected a number of years ago by the United States government, are in many places in need of immediate repair. The expenditure by the general government of a comparatively moderate amount in the repair of these dykes, would prevent the necessity for their entire renewal, which will certainly otherwise become necessary very soon, and would also greatly lessen the formation of the bars, on the removal of which the State annually has to expend a large amount of money.

TABLE SHOWING APPROPRIATIONS BY THE STATE OF NEW YORK FOR IMPROVING THE NAVIGATION OF THE HUDSON RIVER FROM 1797 TO 1888.

Year.	Chapter.	Amount appropriated by State.
1797..	39	$7,500 00
1799..	20	3,750 00
1800..	25	28,000 00
1801..	68	10,000 00
1801..	8	5,000 00
1803..	68	7,500 00
1804..	67	20,000 00
1810..	133	30,000 00
1811..	188	15,000 00
1812..	157	19,852 66
1813..	185	7,000 00
1827..	296	21,000 00
1829..	374	1,000 00
1840..	95	500 00
1849..	406	10,000 00
1852..	365	10,000 00
1857..	374	25,000 00
1858..	361	1,000 00
1863..	122	100,000 00
1864..	105	134,326 63
1865..	561	125,000 00
1866..	491	150,000 00
1867..	647	150,000 00
1872..	346	50,000 00
1873..	713	50,000 00
1876..	204	40,000 00
1877..	412	15,000 00
1878..	205	30,000 00
1879..	106	30,000 00
1880..	51	30,000 00
1881..	230	30,000 00
1882..	372	30,000 00
1883..	451	30,000 00
1884..	110	30,000 00
1885..	210	30,000 00
1886..	172	25,000 00
1887..	162	30,000 00
1888..	173	50,000 00
		$1,381,429 29

THE ALBANY BASIN.

The work of dredging the Albany basin, specially directed by the Legislature, has been in progress under contract.

SURVEYS FOR THE USE OF THE ATTORNEY-GENERAL IN CASES OF CLAIMS FOR DAMAGES.

These surveys are of the utmost importance. The Legislature of the past year recognized this fact and appropriated in the law providing for expenses connected with the canal claims before the Board of Claims, the sum of $5,000 for such surveys. This action has made it possible to provide for these surveys when required by the Attorney-General, and the information thus obtained is of such value that an appropriation of the same amount is recommended for the ensuing year.

IMPROVEMENTS AT THE QUARANTINE ESTABLISHMENT OF THE PORT OF NEW YORK.

Under the provisions of chapter 270, Laws of 1888, the State Engineer and Surveyor is made a member of the Board of Commissioners, with the Mayor of the city of New York, the Mayor of the city of Brooklyn, the Quarantine Commissioner and the Health Officer of the port of New York, which commission is entrusted with the supervision of repairs and improvements in the quarantine establishment of the port; for which purposes an appropriation of $224,343.00 was made.

The condition of the structures connected with the quarantine establishment, and of the quarantine islands in the lower bay was found to be such as to demand very careful adjustment of the expenditure of this money, and the commission has called upon the State Engineer and Surveyor for constant and continued counsel and advice during the past season. Work under this appropriation is steadily in progress.

THE CAPITOL PARK.

Under a special enactment, the State Engineer and Surveyor prepared a design with specifications, for the improvement of the Capitol park in the city of Albany. Broad walks upon graceful lines and with easy grades were designed to conduct passage in either direction through the park, and the surfaces were to be graded and sodded in a simple, but effective manner. This work has been completed.

THE CEILING OF THE ASSEMBLY CHAMBER.

At the request of the Legislature, the State Engineer and Surveyor examined, together with Messrs. Thomas C. Clarke and Richard M. Upjohn, experts named by the Legislature, the stone ceiling of the Assembly chamber and united in a report in regard to its condition.

WALL AND WATER SUPPLY FOR CLINTON PRISON, DANNEMORA.

The work authorized by a law of 1887 for constructing a wall for this prison has been nearly completed, and a substantial stone wall, surmounted by a railing, now incloses the prison yard. Three guard towers have been erected in connection with the wall. A gate and its appurtenances still remain to be supplied.

Chapter 270 of the Laws of 1888 appropriated $3,500 to be expended under the direction of the State Engineer and Surveyor, and certified by the Superintendent of State Prisons, for iron pipe, hydrants, hose, two stone reservoirs and necessary grading for water supply at Clinton prison. Surveys have shown that the amount appropriated is not sufficient to accomplish this work.

THE LAND OFFICE.

As a commissioner of the land office of the State, the State Engineer and Surveyor has had under consideration sixty-one applications for grants of land under water, involving in many cases examinations of the property, rectification of maps and adjustment of lines and boundaries. Forty-three sales of State lands have been made by him realizing for the State $38,594.39.

Under the provisions of the Revised Statutes, the State Engineer and Surveyor has considered three applications for the settlement of disputed town boundary lines and has taken in each the prescribed legal action.

SOME DETAILS OF THE WORK OF THIS DEPARTMENT.

The work of this department includes the engineering required for ordinary canal work, and also that devoted to completing work begun last season and to making surveys, plans and estimates for new extraordinary work under the laws of the present year. The large number of contracts to be looked after is shown by the following list of final estimates filed this year.

LOCKS.	Final.	Bid.
1. Lock 31, Erie	$18,599 12	$21,079 00
2. Lock 32, Erie	22,098 84	23,991 50
3. Lock 33, Erie	24,354 87	26,200 00
4. Lock 34, Erie	21,739 03	24,563 50
5. Lock 35, Erie	21,586 50	22,857 00
6. Lock 44, Erie	25,882 10	28,154 00
7. Lock 45, Erie	28,592 39	28,407 75
8. Lock 53, Erie	21,975 38	22,276 50
9. Lock 54, Erie	22,732 85	23,799 50
10. Lock 55, Erie	23,206 67	34,986 00
11. Lock 56, Erie	28,266 87	28,502 00
12. Lock 60, Erie	24,574 39	25,895 50
13. Lock 61, Erie	23,760 19	26,175 00
14. Lock 62, Erie	25,021 26	26,509 50
15. Lock 72, Erie	26,901 01	26,683 25
Total Erie	$359,291 47	$390,080 00
16. Guard lock 4, Oswego	$13,696 15	$14,977 50
17. Lock 7, Oswego	21,086 68	22,930 50
Total Oswego	$34,782 83	$37,908 00
18. Lock 8, Black River	$9,355 65	$10,508 50
19. Lock 48, Black River	9,274 50	9,895 00
Lock 8, Black River	1,484 00	.....
Total Black River	$20,114 15	$20,403 50

BRIDGES.	Final.	Bid.
20. Main street, Fort Plain	$9,154 66	$8,814 05
21. Parker street, Fairport	2,184 00	2,184 00
22. John street, Utica	9,031 63	9,000 00
23. West street, Syracuse	11,966 13	12,314 19
24. Glasgow street, Clyde	6,623 00	6,623 00
25. Main street, Brockport	9,549 69	10,398 40
26. Hudson street, Buffalo	13,027 70	13,077 00
27. Austin street, Buffalo	7,780 97	7,965 00
28. Main street, Tonawanda	9,265 80	9,154 00
Total bridges	$78,583 58	$79,529 64

CANAL IMPROVEMENTS.

	Final.	Bid.
29. Glens Falls feeder improvement	$2,055 33	$2,059 00
30. Beech street, Syracuse, improvement	3,626 84	3,274 00
31. Liverpool level, Syracuse, improvement	7,026 32	7,385 00
32. Champlain, first, improvement	9,075 08	8,982 70
33. Champlain, second, improvement	13,093 42	17,483 75
34. Champlain, third, improvement	14,602 98	17,274 25
35. Champlain, fourth, improvement	20,594 43	22,676 50
	$70,074 40	$79,135 20

MISCELLANEOUS.

36. Shinnecock canal, 1887, final	$27,067 17
37. Waste-weir, lock 33, Erie canal	1,885 95
	$28,953 12

NOT YET FINAL.

Oak Orchard creek improvement.
Crooked lake improvement.
Ship street bridge, Cohoes.

RECAPITULATION.

Total finals, Erie locks	$359,291 47
Total finals, Oswego locks	34,782 83
Total finals, Black River locks	20,114 15
Total finals, bridges	78,583 58
Total finals, canal improvements	70,074 40
Total finals, miscellaneous	28,953 12
Grand total	$591,799 55

NEW WORK.

Work under Laws of 1888 on which surveys, plans and estimates have been made:

1. Lock 27, Erie, let on bid	$24,356 00
2. Lock 28, Erie	26,595 00
3. Lock 29, Erie	24,529 00
4. Lock 30, Erie	32,851 65
5. Lock 63, Erie	23,655 00
6. Lock 64, Erie	29,971 50

7.	Lock 11, Oswego	$30,637 25
8.	Guard lock 3, Oswego	19,086 25
9.	Machinery, lock 11, Oswego, let on bid	2,655 77
10.	Machinery, Erie, locks 31, 2, 3, 4, 5, 44 and 45	10,500 00
11.	Arch culvert, Tonawanda, Goundry street, let on bid,	4,407 42
12.	Arch culvert, Tonawanda, Morgan street, let on bid,	3,953 00
13.	Arch culvert, Tonawanda, Adams street	4,942 30
14.	Canandaigua harbor, let on bid	14,135 00
15.	Albany basin	33,950 00
16.	Rome, wall, Whitesboro street	2,986 50
17.	Rome, wall, Lock street	1,046 00
18.	Rome, old canal drainage	7,215 60
19.	Mill Creek, Schenectady, let on bid	9,000 00
20.	Bridge street, Albany, abutment, let on bid	1,354 75
21.	Crooked lake	11,550 00
22.	Ship street, Cohoes, sub	5,754 60
23.	Ship street, Cohoes, super	1,868 00
24.	Lock 60, Black river, let on bid	13,891 50
25.	Havana basin	No award
26.	Champlain improvement 1, let on bid	2,334 00
27.	Champlain improvement 2, let on bid	19,977 50
28.	Champlain improvement 3, let on bid	3,903 25
29.	Champlain improvement 4, let on bid	6,978 00
30.	Champlain improvement 5, let on bid	1,575 00
31.	Champlain improvement 6, let on bid	12,894 50
32.	Champlain improvement 7, let on bid	4,585 00
33.	Champlain improvement 8, let on bid	5,087 50
34.	Champlain improvement 9, let on bid	1,240 30
35.	Ferry street bridge, Sandy Hill, let on bid	1,863 80
36.	Bridge street, Albany, super.	
37.	North Ferry street bridge, Albany, sub	2,116 20
	West Main street bridge, Rochester, sub	8,378 20
38.	West Main street bridge, Rochester, super	20,960 00
39.	Litchfield street bridge, Forestport, super	2,394 00
40.	Buffalo street bridge, Ithaca.	
41.	Geneva street bridge, Lyons.	
42.	Schuyler street bridge, Utica.	
43.	Bear race, Waterloo improvement	12,875 00
44.	Broad street bridge, Waterford.	
45.	Hudson river, dredging.	
46.	Iron culvert, Ninth to Tenth streets, Rochester	2,807 46
47.	Claim surveys, eastern division.	

48. Claim surveys, middle division.
49. Claim surveys, western division.
50. Water pipes, Dennemora prison.
51. Capitol park, Albany.
52. Cohoes dam.
53. Machinery, locks 27, 8, 9, 30, 31, 63 and 64..... $6,600 00

The average cost of lengthened lock on Erie canal was $23,952.76 to which must be added $3,000 for engineering and inspection, making a total average of $27,000 per lock.

Average bid per lock, 1886, Erie	$20,549 50
Average bid per lock, 1887, Erie	26,005 33
Average bid per lock, 1888, Erie	27,159 69

The following is a summary of work done in the department of the State Engineer and Surveyor during the year 1888:

51. Final estimates, work of 1887		$683,212 61
55. Preliminary estimates		639,653 90
52. Contracts, work of 1888		488,479 72
24. Monthly estimates for January	$44,972 63	
26. Monthly estimates for February	66,172 00	
28. Monthly estimates for March	60,432 00	
38. Monthly estimates for April	95,781 00	
15. Monthly estimates for May	28,767 30	
12. Monthly estimates for June	18,682 32	
29. Monthly estimates for July	79,376 85	
20. Monthly estimates for August	55,013 26	
8. Monthly estimates for September	10,339 97	
14. Monthly estimates for October	26,146 00	
22. Monthly estimates for November	36,897 53	
Monthly estimates for December	31,782 19	
		554,363 05

The above are 107 separate pieces of work.

SPECIAL APPROPRIATIONS.

Considerable inconvenience is occasioned by the fact that in special appropriations the State Engineer and Surveyor is directed to make surveys and plans, and it is also generally necessary to put engineers on construction under said special appropriations without any money appropriation to draw from. Now as the ordinary canal appropriation is often entirely insuf-

ficient for its legitimate purpose it would seem reasonable that an appropriation should be made establishing a fund, at least equal to ten per cent on the total amount of special appropriation, on which the State Engineer and Surveyor could draw for such work.

ORDINARY.

The ordinary appropriation of $25,000 should be increased to at least $30,000, on account of the greatly increased amount of work on ordinary canal repairs over what ruled when the amount was first put at $25,000, many years ago.

ENGINEERS.

The engineering staff now consists of:

Division engineers (one vacancy by death)	2	
Resident engineers	3	
Assistant engineers	7	
Levellers	8	
Rodmen	15	
Chainmen	9	
		44

Also temporarily not engaged:

Assistants	4	
Leveller	1	
Rodmen	2	
Chainmen	2	
		9
Grand total		53

The staff is now largely engaged in surveys and plans for special appropriations, and also on surveys for Board of Claims, of which a large number are called for by the Attorney-General.

The lock contracts let this summer will enable the force to be located for the winter by the first of December.

ENGINEERING EXPENSES FOR THE FISCAL YEAR.

ORDINARY REPAIR FUND.

Chapter 160, *Laws* 1887, *and chapter* 150, *Laws* 1888, *Deficiency Fund.*

DIVISION.	CANALS.					
	Erie.	Champlain.	Oswego.	Cayuga and Seneca.	Black River.	Chemung.
Eastern	$6,633 29	$3,417 30	.....	.....	.....	.....
Middle	5,395 58	.....	$2,352 92	$232 24	$4,212 78	$62 51
Western	5,972 50	.....	.....	.....	.....	.....
	$18,001 37	$3,417 30	$2,352 92	$232 24	$4,212 78	$62 51

Total..... $28,279.12.

EXTRAORDINARY IMPROVEMENTS.

ENLARGEMENT OF LOCKS.

Chapter 113, *Laws* 1887.

DIVISION.	CANALS.				
	Erie.	Champlain.	Oswego.	Cayuga and Seneca.	Liverpool level, Oswego.
Eastern	$16,582 04	$5,558 51	.....	.....	.....
Middle	2,836 75	.....	$5,435 53	$71 64	$1,008 80
Western	16,060 86	.....	.....	.....	.....
	$35,479 65	$5,558 51	$5,435 53	$71 64	$1,008 80

Total..... $47,554.13.

ENLARGEMENT OF LOCK 72, ERIE CANAL.

Chapter 463, *Laws* 1887.

Western division $3,143 95

ENLARGEMENT OF LOCKS AND IMPROVEMENT OF CANALS.

Chapter 416, *Laws* 1888.

DIVISION.	CANALS.				
	Erie.	Champlain.	Oswego.	Havana basin, Chemung.	Albany basin, Erie.
Eastern	$792 72	$1,373 81	.....	.....	$450 99
Middle	489 09	.....	$1,106 80	$171 86	.....
Western	1,021 57	.....	.....	.....	.....
	$2,303 38	$1,373 81	$1,106 80	$171 86	$450 99

Total ..... $5,406.84.

SURVEYS FOR CLAIMS BEFORE THE BOARD OF CLAIMS.

Chapter 249, *Laws* 1888.

DIVISION.	CANALS.			
	Erie.	Champlain.	Oswego.	Chemung.
Eastern	$96 59	$101 79	.....	.....
Middle	690 93	.....	$326 45	$182 84
Western	900 03	.....	.....	.....
	$1,687 55	$101 79	$326 45	$182 84

Total ..... $2,298.63.

SPECIAL APPROPRIATION.

Eastern Division.

Chapter 460, Laws of 1887, constructing wall, Clinton prison	$1,442 63
Chapter 270, Laws of 1888, iron pipe, hydrants, etc., Clinton prison	230 59
Chapter 126, Laws of 1888, bridge, Ship street, Cohoes,	110 78
Chapter 221, Laws of 1888, plans and specifications, Capitol park	616 74
Chapter 270, Laws of 1888, survey near Black river	1,549 21
Chapter 270, Laws of 1880, Shinnecock and Peconic canal	2,096 88
Chapter 173, Laws of 1888, Hudson river improvement,	4,990 77

Middle Division.

Chapter 646, Laws of 1886, widening Erie canal, near Lock No. 47	$624 18
Chapter 330, Laws of 1886, surveys Beaver river, reservoirs	800 00
Chapter 233, Laws of 1887, hoist bridge, West street, Syracuse	318 50
Chapter 234, Laws of 1887, dredging Crooked lake outlet	794 24
Chapter 274, Laws of 1887, hoist-bridge, John street, Utica	108 00
Chapter 371, Laws of 1888, dredging old canal at Rome,	186 34
Chapter 206, Laws of 1888, dredging Crooked lake outlet,	719 97
Chapter 192, Laws of 1888, improving Canandaigua lake harbor	165 40

Western Division.

Chapter 424, Laws of 1887, improving Oak Orchard creek and canal feeder	83 27
Chapter 118, Laws of 1887, bridge, Main street, Brockport	506 49
Chapter 402, Laws of 1887, bridge, Glasgow street, Clyde,	201 48
Chapter 587, Laws of 1887, bridge, Austin street, Buffalo,	267 93
Chapter 150, Laws of 1887, bridge, Cottage street, Lockport	79 61
Chapter 59, Laws of 1887, bridge, Hudson street, Buffalo.	63 61
Chapter 612, Laws of 1887, bridge, Parker street, Fairport	157 08
Chapter 585, Laws of 1887, bridge, Main street, Tonawanda	102 36
Chapter 546, Laws of 1888, bridge, Geneva street, Lyons,	74 12
Chapter 351, Laws of 1888, bridge, West Main street, Rochester	84 64
Chapter 348, Laws of 1888, South Tonawanda culverts..	296 95
Chapter 352, Laws of 1888, iron pipe under canal at Rochester	51 12

SUMMARY.

Ordinary Repair Fund.

Eastern division	$10,050 59	
Middle division	12,256 03	
Western division	5,972 50	
		28,279 12

Extraordinary Improvement.

Eastern division	$24,956 45	
Middle division	12,320 69	
Western division	21,126 41	
		$58,403 55

Special Appropriation.

Eastern division	$11,037 57	
Middle division	3,716 63	
Western division	1,968 66	
		16,722 86
Total		$103,405 53

TABLE showing the total cost for construction, maintenance and operation of the several State canals for the fiscal year ending September 30, 1888:

Erie and Champlain	$1,257,502 68
Oswego	94,031 87
Cayuga and Seneca	17,320 23
Chenango	1,426 23
Oneida Lake	139 60
Black River	67,311 43
Genessee Valley	2,250 00
	$1,439,982 04

TABLE showing the total cost for construction, maintenance and operation of the several State canals and their total revenues from their inception to September 30, 1888:

NAME OF CANAL.	Total cost for construction, maintenance and operation.	Total revenues from all sources.
Erie and Champlain	$97,175,850 08	$130,930,993 37
Oswego	8,266,500 55	3,717,906 93
Cayuga and Seneca	3,052,169 75	1,054,800 15
Black River	5,769.826 24	305,525 54
Genesee Valley	9,572,198 52	859,612 30
Chemung	3,428,252 41	525,425 97
Chenango	6,887,707 06	740,717 06
Oneida River Improvement	263,242 80	217,061 34
Oneida Lake	580,765 65	65,188 47
Baldwinsville	39,519 94	1,261 48
Crooked Lake	821,271 13	45,352 71
	$135,857,304 13	$138,463,845 32

The above statements of cost do not include the amounts paid for interest on canal loans which have been supplied by the surplus canal revenues and by taxation.

There has been raised by direct taxes for canals.....	$50,914,989 77
There has been raised by indirect taxes for canals...	5,721,007 10
Total by taxes.....	$56,635,996 87
The canal revenues have been applied to general purposes of the State government to the extent of....	18,850,411 94
Leaving of State revenues applied to canals....	$37,785,584 93
September 30, 1888, there remained of the canal debt, less sinking fund.....	2,066,370 61
Leaving net loss through the canals.....	$39,851,955 54

TABLE showing the tonnage of the State canals and of the railroads competing with them for the period of twenty-six years, which have elapsed since the enlargement of the Erie canal:

Years.	Freight by canals. Tons.	Freight by railroads. Tons.
1862	5,598,785	3,020,388
1863	5,557,692	3,264,700
1864	4,852,941	3,727,946
1865	4,729,654	3,609,640
1866	5,775,220	4,844,989
1867	5,688,325	5,152,472
1868	6,442,225	5,754,842
1869	5,859,080	6,594,094
1870	6,173,769	8,974,505
1871	6,467,888	9,376,264
1872	6,673,370	9,958,239
1873	7,364,782	11,835,426
1874	5,804,588	12,478,954
1875	4,859,858	12,241,900
1876	4,172,129	12,776,498
1877	4,955,963	12,533,807
1878	5,171,320	13,845,981
1879	5,362,372	17,228,394
1880	6,457,652	19,248,930
1881	5,179,192	22,678,202
1882	5,467,423	23,225,631
1883	5,664,056	24,503,063

Years.	Freight by canals. Tons.	Freight by railroads. Tons.
1884	5,009,488	22,123,895
1885	4,751,784	21,071,446
1886	5,293,982	*25,443,353
1887	5,553,805	33,389,371
1888	4,492,948	35,881,558

THE LATE DENISON RICHMOND, DIVISION ENGINEER.

Just at the close of the past year the State lost from its engineer department one of its oldest and most faithful servants, Mr. Denison Richmond, division engineer of the middle division of the State canals, who died at Syracuse, October 4, 1888. Mr. Richmond entered the department in 1861 as rodman, and passing through all the grades of leveller, draughtsman, assistant engineer and resident engineer, became division engineer in 1884 and so remained till his death, thus completing a continuous service of twenty-seven years. His father, the late Van Rensselaer Richmond, was also in the engineer service of the State for more than twenty-four years, he too passing through various grades of service and being twice elected and serving as State Engineer and Surveyor.

Mr. Denison Richmond was a conscientious officer and a skillful engineer. His devotion to the duties of his office was intense. Of a gentle character and sweet disposition, he was loved by all who came in contact with him and in his official relations he commanded the respect and confidence of his associates. Realizing fully the loss, personal as well as official, which this department has sustained, it gives the State Engineer and Surveyor pleasure to be able to write this brief testimonial to the worth and ability of Mr. Richmond. The State may be congratulated that it has been able to find and retain so long in her service so faithful and excellent a man.

Respectfully submitted.

JOHN BOGART,
State Engineer and Surveyor.

*Includes eleven months business of the West Shore Railway.

NEW YORK STATE CANALS,

Eastern Division.

REPORT OF CHAPMAN L. JOHNSON,

Division Engineer,

FOR THE

Year Ending September 30, 1888.

EASTERN DIVISION.

STATE OF NEW YORK:

DIVISION ENGINEER'S OFFICE, NEW YORK STATE CANALS,
ALBANY, *October* 1, 1888.

Hon. JOHN BOGART,

State Engineer and Surveyor:

SIR.— In accordance with custom and in obedience to the regulations governing the engineering department of the New York State canals, I have the honor to submit the following report on the condition of, and engineering operations on, the eastern division of the same, for the fiscal year ending September 30, 1888.

DESCRIPTION OF THE EASTERN DIVISION.

This division embraces that portion of the Erie canal, with its feeders and side-cuts, extending from the Hudson river at Albany to the dividing line between the counties of Herkimer and Oneida, and the whole of the Champlain canal, with its feeders, ponds and side-cuts. For convenience of maintenance and operation it is subdivided into repair sections, as follows:

Section No. 1, Erie, extends from the Hudson river to the head of lower Mohawk aqueduct, including the Albany basin and the side-cuts at Port Schuyler and West Troy, and also includes that portion of the Champlain canal extending from its junction with the Erie to the northerly end of bridge across the Mohawk river at Cohoes and the dam at Cohoes.

Section No. 2, Erie, extends from the head of lower Mohawk aqueduct to the head of lock No. 27.

Section No. 3, Erie, extends from the head of lock No. 27 to the head of lock No. 34.

Section No. 4, Erie, extends from the head of lock No. 34 to the westerly end of the division.

Section No. 1, Champlain, extends from the northerly end of Mohawk river bridge at Cohoes, to the north end of bridge across the Hudson river at Northumberland, including sloop lock and pond at Troy.

Section No. 2, Champlain, extends from the north end of bridge across the Hudson river at Northumberland, to the waste-weir at Dunham's basin.

Section No. 3, Champlain, extends from the waste-weir at Dunham's basin to Lake Champlain.

The mileage of canals, feeders and river improvements is as follows:

NAVIGABLE.

	Miles.
Erie canal, Albany to east line of Oneida county	106.243
Port Schuyler and West Troy side-cuts	.350
Albany basin	.770
Champlain canal, including Waterford side-cut and Cohoes and Saratoga dams	66.000
Pond above Troy dam	3.000
Glens Falls feeder and pond	12.000
Total	188.363

FEEDERS NOT NAVIGABLE.

	Miles.
Mohawk river, at Rexford Flats	.39
Mohawk river, south side, at Little Falls	.19
Mohawk river, at Rocky Rift	3.92
Schoharie creek	.63
Total	5.13

WATER SUPPLY — ERIE CANAL.

The 19.2 miles of this division, lying west of Little Falls, is supplied from reservoirs and streams on the middle division. East of Little Falls the supply is from the Mohawk river through the feeders at Little Falls, Rocky Rift and Rexford Flats, and from Schoharie creek through the Schoharie creek feeder. During the past year, the rainfall on the territory forming the water-shed from which this supply is obtained has been abnormally large, and consequently no serious difficulty has been encountered in obtaining sufficient water to maintain an easy and unobstructed navigation of the canal.

I would, however, call your special attention to the condition of the dam at Little Falls. This is a timber structure, now badly decayed, with crest out of level, through which large quantities of water leak, rendering it impossible in times of low water to feed the needed amount into the canal, and as a consequence a much larger draught has to be made on the supply coming from the middle division than should be. The demands on the feeder from the Black river country for supplying its quota of water needed on the Rome level, and the whole of that needed for the 22.5 miles of canal between lock No. 46 and Little Falls, are so great that as little as possible of this water, beyond that needed for locking, should be sent east of

Little Falls. Added to the fact that the present dilapidated condition of this dam renders impossible the proper and economical distribution to the canal of the available supply of water, is the further fact that the care of the structure is a source of constant expense and the danger of its sudden and entire failure is a serious menace to navigation. I would therefore renew the recommendation made by my immediate predecessor, that a new stone dam, the estimated cost of which is $15,000, be built at this point.

There is also one other difficulty in the way of a proper and uniform maintenance of water at the height required for navigation, which, though easily obviated, often gives considerable trouble, and causes unnecessary draughts on the supply coming from the middle division.

The Rocky Rift feeder is about four miles long, and no means of rapid communication exist between its termini. As a consequence, often while water is wasting over the crest of the dam, there is a deficiency in the canal below lock No. 34, and before an increased feed can be obtained through the feeder it becomes necessary to feed through the lock and thus unduly draw on the levels above. I recommend that telephonic communication be established between lock No. 34 and the Rocky Rift dam.

CHAMPLAIN CANAL.

The supply of water to this canal during the past year has been such that no difficulty has been encountered in maintaining navigation. The sources of supply are ample to meet any probable contingency of low water, even with entire prism of canal enlarged to forty-four feet on bottom with six feet depth of water (which is the basis on which all improvements are now being made), its summit level controlling the entire drainage of the Hudson river above Glens Falls, fed into the canal through the Glens Falls feeder, and this supply being supplemented on the north by the waters of Wood creek, entering the canal at Fort Ann, and on the south by waters of the Hudson at Northumberland and the Mohawk at Cohoes. It is, however, desirable that we should be able in times of low water to feed into the canal a large portion of this abundant supply, but in the present condition of the Glens Falls feeder this can not be done. Between a point 800 feet west of the Glen street bridge in Glens Falls and a point 5,000 feet east of said bridge the bottom of channel is a badly fissured rock, through the openings in which large quantities of water escape, and from the latter point for a distance of 4,000 feet farther east the stratum of rock underlying the

channel is of the same character; but it is covered in places with a silt varying in depth from one to ten feet, and a small quantity of water finding its way through this silt to one of these fissures, the earth is worked into and through the fissure, causing the bottom to sink and great holes to appear through which there is a great loss of water. With the coming of every spring these holes are filled up and bottom repaired as well as the means at hand will allow, only to break out again in the old or some new places during the season of navigation. Added to the difficulty concerning the bottom of the channel is the fact that the walls on both sides of the canal, except those built within the past few years, are not properly filled with cement, and are otherwise imperfectly built, and a large amount of leakage passes through them. Observations made a year ago by Assistant Engineer E. B. Noyes, as given in the report of my predecessor, show that fully one-half of the water entering the feeder at the guard lock west of Glens falls, is lost before it reaches Sandy Hill. Since these observations were made about 1,200 lineal feet of good water-tight wall has been built on towing-path side of canal east of Glens Falls, but no repairs were made to the bottom, and only a small proportion of the leaks have been stopped.

Chapter 318 of the Laws of 1888 authorizes the repair of this feeder, and appropriates $20,000 to this purpose. This sum, together with a portion of the amount appropriated by chapter 416, Laws of 1888, will be expended during the coming winter in carrying out a well-considered and comprehensive plan for making water-tight as long a portion of this channel as the funds provided will allow, and I am of the opinion that, if the Legislature, at its ensuing session, should make a further appropriation of $20,000, this amount could be judiciously and profitably expended here. Plans for doing the proposed work are in progress, and will be shortly submitted to you.

ERIE CANAL — PRISM AND BANKS.

The usual spring cleaning of prism was done. The improvement of the tow-path by gravelling has been continued, and the greater part of it is now in fair condition. There yet remains, however, much of it which is very low, more especially the entire level between locks 18 and 19, and to these portions special attention should be paid next year.

SLOPE AND VERTICAL WALLS.

No material change has been made during the past year in the condition of walls on this canal, except where short pieces have been built in connection with lengthened locks and new waste-weirs.

Docking.

The timber docking on many portions of this division, more particularly at Schenectady, Big Nose, and above lock No. 34, is in very bad condition. My predecessors have referred to this matter for several years past, but as yet the necessary funds for its repair have not been provided, and the deterioration steadily progresses with the lapse of time. I am of the opinion that provision should be made at the next session of the Legislature, either for the thorough repair of the docking at the three places above named, or for its replacement by stone walls. The building of stone walls upon the long stretches of canal now occupied by this docking would entail a large outlay of money, and the fact that this timber work is generally about thirty-three years old, while only for the past ten years has its decaying condition been the source of any considerable care and expense, convinces me that the wisest and most economical course would be the rebuilding of the timber structures.

Navigation.

Navigation has been uninterruptedly maintained throughout the year.

Improvements and Repairs.

Classifying all improvements and repairs made from funds provided by the act of the Legislature making appropriations "to pay expenses of ordinary repairs and maintenance of the canals" as "ordinary repairs," and all improvements and repairs made in pursuance of special acts of the Legislature as "extraordinary repairs," I would make the following report of work done during the past year, with recommendations concerning that which, in my opinion, should be done.

The Superintendent of Public Works has made a reënumeration of bridges on this division and has had a number assigned to each bridge which is owned and maintained by the State. This number has been plainly painted on each tow-path abutment. I have had prepared and append to this report a new table of bridges, based on this enumeration, and all references herein are to these new numbers.

Ordinary Repairs — Erie Canal.

The locks have been maintained in a state of efficiency and all repairs to bottoms which were considered necessary were made last spring. Twenty-eight old lock gates have been replaced with new ones. During the coming winter the bottoms of locks Nos. 14, 35 and 36 should be examined, replanked and where necessary holes

below planking filled with concrete. The work of replacing old gates with new ones should continue as fast as new gates can conveniently be turned out of the State shops.

Aqueducts.

Repairs sufficient to secure the safety of the structures for the present year were made on trunks of upper and lower Mohawk aqueducts. These trunks, which were built in 1875, are beginning to show decided signs of age and will shortly have to be either extensively repaired or entirely rebuilt. The extraordinary ice-gorge on Schoharie creek resulted, on March twenty-second, in carrying away all the timber from five spans of aqueduct over this creek and seriously damaging all of the others. Repairs were promptly made and structure put in good condition prior to the opening of navigation, masonry was not damaged. The channels above many of the aqueducts, more particularly at "Flat Stone Creek" are badly filled up and should be cleaned out.

Waste-weirs.

Waste-weir at Schenectady street, West Troy and waste-weir out of the Mohawk basin at West Troy should have new bulkheads.

The waste-weir just above lock No. 20 has been referred to in several annual reports preceding this and reported in all as being in a dangerous condition. Its condition is no worse to-day than it was two years ago; but in my opinion it is liable to fail at any time and as the bank here is high, its failure would entail a large expense. I recommend that it be rebuilt.

The waste-weir on berme side above lock No. 33, used for feeding around lock, having been closed up by the lengthening of this lock, a now one was built last spring by Soule & Raynor, contractors, 300 feet above new lock and a new channel cut at foot of berme embankment to carry the water discharging from it.

The timber waste-weir which was built about six years ago on towpath side of canal about one-quarter of a mile above lock No. 33 and which failed by leakage in foundation immediately after construction and was therefore never brought into use, was replaced last spring with a substantial and water-tight stone structure.

Bridges.

The following eight bridge superstructures have been renewed this year: Nos. 28, 62, 64, 68, 69, 151, 155 and 164. The following should be renewed: Nos. 13, 75, 77, 106, 126, 130, 132, 137, 140, 143, 144 and 147. New berme abutments have been built at bridges Nos. 73 and

92. Berme abutments of Nos, 75, 81, 113, 125 and 130, which hung so badly towards the canal as to be in danger of falling have been successfully dug behind and thrown back and are now safe structures, good for many more years.

There are about eight other abutments which should be similarly treated.

EXTRAORDINARY REPAIRS — ERIE CANAL.

Lengthening locks (chapter 113, *Laws of* 1887).

The report of my predecessor gives a list of the several locks selected by the State Engineer and Surveyor and the Superintendent of Public Works to be lengthened, in pursuance of this law, with a table showing awards of contracts therefor. The lengthening of these locks was accomplished as follows :

Lock No. 31.— Clinton Beckwith, contractor — Berme lock lengthened at foot. New lock was founded on bearing piles of an average length of thirteen feet. The face stone was principally obtained from quarry at Canajoharie, supply being supplemented from quarry at Palatine bridge. This stone is a very hard and compact limestone, very difficult to cut or dress, but making a handsome and durable structure. The backing came from quarries at Canajoharie and Sprakers.

Lock No. 32.— Soule & Raynor, contractors — Berme lock lengthened at foot. Founded on bearing piles eight to fourteen feet long. Stone from quarry known as Fox's, about two and one-half miles east of St. Johnsville. This is a good and durable limestone, though not so compact and hard as that at Canajoharie, and consequently not so expensive to cut and dress. The work here was well done, and I doubt not a durable structure has been obtained.

Lock No. 33.— Soule & Raynor, contractors — Berme lock lengthened at head. Bearing piles were ordered for this lock, but on making the necessary excavation a coarse, clean gravel was encountered, into which piles would not penetrate. Foundation timbers were therefore laid on concrete. Pile-fender as per plan was found practicable. Stone was obtained from same quarry as that for lock No. 32, and workmanship on lock was of equally good character.

Lock No. 34.— Leavey & Buckley, contractors — Berme lock lengthened at the foot. A "hard pan" bottom, into which piles could not be driven, was encountered here, and foundation was constructed in a manner similar to that described for lock No. 33. Fender-piles could not be driven and one crib at foot of old tow-path lock was built forty feet long, and another at foot of new lock, and between these two cribs a row of eighteen piles was planted in a trench sunk four feet into the hard pan, with foot of piles secured by filling in trench with

well-packed stone. The face-stone for this lock was mainly obtained from the gray-lime quarry, known as "Neffs," located about two and one-half miles east of Amsterdam, the deficiency being supplied from Canajoharie and Sprakers. The backing came from Canajoharie and Sprakers. The contractors having relied on obtaining their face-stone from the "Neff" quarry, but having failed to make delivery of the same before the breaking up of the roads came, consequent upon the spring thaws, it was with great difficulty that this work was pressed forward to such a state of completion as to avoid an obstruction to navigation. On the second day of April, Resident Engineer John P. Kelly addressed a communication to the Superintendent of Public Works, calling his attention to the backward condition of this work, the failure of the contractors to make the needed delivery of stone, and to the difficulty and expense attending such delivery from the Neff quarry on account of the condition in which the roads then were and in which they might reasonably be expected to remain until the time for opening of navigation should arrive, and recommending that the Superintendent of Public Works should take charge on behalf of the State and at the expense of the contractors, of the delivery of the face stone still needed for this lock.

In reply to this communication the Superintendent of Public Works in a letter dated April 3, 1888, directed Mr. Kelly to "employ a sufficient force and purchase the necessary materials to complete the work, or such portion of it as may be necessary to secure navigation, according to the terms of the contract and specifications." Acting under these instructions Mr. Kelly, while not deeming it necessary to take the management of the work entirely out of the hands of the contractors by insisting on and securing a large increase in the force at work on this lock, and the drawing on quarries at Spraker's and Canajoharie to relieve the necessity of transporting all the needed face-stone over the heavy roads between the Neff quarry and Port Jackson, succeeded in so far advancing the work that by the day set for opening the canal the masonry had all been carried up above the water line, leaving the placing of a portion of the coping and wing walls of lock, the insertion of gates and some grading back of lock wall to be done after the opening of navigation.

Lock No. 35. — McLean & Rockwell, contractors — Berme lock lengthened at foot. Founded on piles five and one-half to eight and one-half feet long. The large bulk of the face-stone is the gray limestone from "Neff" quarry heretofore referred to, being supplemented by a small quantity from the Canajoharie quarries. Backing was obtained from the Palatine Bridge, Canajoharie and Neff quarries.

The contractors having failed to provide the necessary materials or to so conduct the work as to avoid serious danger of retarding the opening of the canal, on the 3d day of April, 1888, the Superintendent of Public Works directed Resident Engineer John P. Kelly to "employ a sufficient force and purchase the necessary materials to complete the work according to the terms of the contract and specifications." Acting on these instructions Mr. Kelly took charge of work at the quarry on April fourth, and of work at the lock on April fifth, completing the structure in time to avoid any delay to navigation.

Lock No. 44.— Daniel Ford, contractor — Berme lock, lengthened at foot. Founded on piles eight and one-half to fourteen and one-half feet long. The face-stone used in this lock is a mixture from several quarries. Below the line of water surface in lower level some of them are from a quarry located near Newport, on the Herkimer, Newport and Poland railroad, and yielding a soft blue limestone; but owing to the danger of the breaking away of the corners and joints of this soft stone by the action of boats coming in contact with the sides of the lock, its use was not allowed in the upper portion of the walls. The remainder of the face-stone was obtained from quarries on Sugar river and at Split Rock, Sprakers and Canajoharie. The greater part of the backing came from the Spraker quarry. Although this lock was not completed before the time set for the opening of the canals, the masonry was brought to such a height that navigation was not interfered with and the structure was completed before June first.

Lock No. 45.— John Moore, contractor — Berme lock lengthened at foot. This is the only one of the seven locks lengthened on this division last winter at which serious difficulty was encountered in the foundation. The bottom was found extremely soft and test-piles with followers were driven so that the point penetrated to a depth of sixty feet below canal bottom, and did not, even at this depth, reach any firm bearing. The original plan for this lock proposed the placing of six piles under each timber laid at right angles to axis of lock and extending under both chamber walls, so arranged that three piles were located under each wall. This was changed and five piles were driven under each wall and one in center of chamber. These piles varied from twenty-four to thirty feet in length, though none of them reached a firm bearing, but on the contrary yielded about as much to the last blow of the hammer as they did to the first; the friction upon the sides of this increased number of piles has been sufficient to sustain the structure and no serious settling has taken place. The face-stone for this lock is of the Onondaga county grey lime and the

backing was obtained from quarries near Newport and at Sprakers. The structure was completed, with the exception of the insertion of the gates, before the opening of navigation.

IMPROVEMENT OF MILL CREEK.

Chapter 635, *Laws of* 1887, *and chapter* 133, *Laws of* 1888.

The city of Schenectady having, in pursuance of the requirements of chapter 133, Laws of 1888, obtained the necessary right of way for the proposed culvert for conveying the waters of Mill Creek from the culvert under the Erie canal to the Mohawk river, a contract was, on September 28, 1888, entered into with Andrew Kinnum, of the city of Schenectady, to construct said culvert for the gross sum of $9,000. This work will be at once proceeded with.

LIFT-BRIDGE AT MAIN STREET, FORT PLAIN.

Chapter 311, *Laws of* 1887, *and chapter* 30, *Laws of* 1888.

This bridge has been completed and is in satisfactory working order, the motive power being generated through a fourteen-inch Lessner turbine wheel, discharging through a ten-inch pipe into the creek below the bridge. The appropriations for this work were :

Chapter 311, Laws of 1887	$7,500 00	
Chapter 30, Laws of 1888	2,500 00	
		$10,000 00
And the cost has been :		
Substructure	$1,859 66	
Superstructure	7,295 00	
Laying iron pipe, grading, advertising, etc	417 06	
		$9,571 72
Unexpended balance		$428 28

The substructure was built by Soule & Raynor, of Syracuse, N. Y., contractors, and the superstructure by the Hilton Bridge Construction Company, of Albany, contractor.

LENGTHENING LOCKS.

Chapter 416, *Laws of* 1888.

This law authorizes the lengthening of five or more locks east of Syracuse, locks Nos. 26, 27, 28, 29 and 30 having been designated by the Superintendent of Public Works and State Engineer and Surveyor.

I have caused to be prepared plans for lengthening same and estimated cost thereof, as follows :

Engineer's estimate for lengthening locks on Erie canal, in pursuance of chapter 416, *Laws of* 1888.

	Estimated cost of work.	Estimated cost of engineering.	Total.
Lock No. 26 to be lengthened at head	$27,254 60	$2,725 46	$29,980 06
Lock No. 27 to be lengthened at foot	24,492 50	2,449 25	26,941 75
Lock No. 28 to be lengthened at foot	26,768 50	2,676 85	29,445 35
Lock No. 29 to be lengthened at foot	25,379 50	2,537 95	27,917 45
Lock No. 30 to be lengthened at foot	33,238 00	3,323 80	36,561 80
Machinery for drawing boats into five locks	6,500 00	100 00	6,600 00
Total	$143,633 10	$13,813 31	$157,446 41

At a letting held on the thirty-first day of July, lowest bids received using estimated quantities at contract prices were as follows:

Lock No. 26, Costello, Nagle & Co	$27,074 28
Lock No. 27, Costello, Nagle & Co	24,356 00
Lock No. 28, Costello, Nagle & Co	26,595 00
Lock No. 29, Whalen Brothers	24,529 00
Lock No. 30, Hughes Brothers	32,851 65
Machinery on five locks, Wm. B. Wemple's Sons	5,500 00
Total contractors' bids	$140,905 93
Total engineer's estimates	143,633 10
Excess of engineer's estimates	$2,727 17

These bids taken in connection with those made for the two locks on the western division and making a proper allowance for the necessary expenses of advertising, engineering and inspection were found to exceed the total appropriation of $200,000 made by the Legislature and it was therefore decided to drop lock No. 26 from the list and contracts were awarded to the lowest bidders, as above noted, for lengthening locks Nos. 27, 28, 29 and 30 and for placing machinery on these four locks. Contractors are now engaged in delivering the necessary materials for the work.

DEEPENING OR BOTTOMING OUT THE ERIE CANAL.

Chapter 416, *Laws of* 1888.

This law appropriates the sum of $100,000 for the above-mentioned purpose, but it has been deemed wise to defer the preparation of plans and estimates for expending any portion of this sum on the eastern division until the close of navigation, when the possibility of making a closer examination of the condition of the prism and the culverts under it, with the location of bases of vertical and slope walls will render possible a more intelligent determination of the best locations and methods for carrying out this improvement.

DREDGING ALBANY BASIN.

Chapter 416, *Laws of* 1888.

The sum of $40,000 is appropriated for the purpose of bottoming out the Albany basin "to its legal depth of seven feet of water at low tide." I have had necessary plans prepared and estimate total excavation necessary to clean out the entire area of the basin to a depth of seven feet, at 188,000 cubic yards. At a letting held on the thirty-first of July, 1888, three bids were received at 29 cents, 34.9 cents and 39 cents respectively, all of which were rejected by the Superintendent of Public Works as being excessive and the work was readvertised. At the second letting, J. Van Patten & Co. were the lowest bidders at 24¼ cents per cubic yard and a contract has been awarded to this firm and work is now in progress and will be prosecuted until as large an amount of the deposit in this basin as the funds available will allow, is removed.

NEW BRIDGES.

Chapter 96, *Laws of* 1888,

Authorizes the construction of an iron bridge over canal at Bridge street, in the city of Albany, and the making of necessary alterations in the masonry for the same and makes an appropriation of $5,000 therefor. An examination disclosed the fact that the berme abutment had settled and was not in condition to receive the new iron superstructure and it was therefore decided to rebuild this abutment.

Plans and estimates for this new structure have been prepared and bids for substructure will be received by the Superintendent of Public works on October ninth. I estimate cost of work as follows:

Substructure	$1,936 00
Superstructure	2,400 00
Total	$4,336 00

Chapter 70, *Laws of* 1888.

Authorizes the construction of an iron bridge over canal at Litchfield street, Frankfort, and appropriates the sum of $3,000. The berme abutment has settled badly and is not in condition to receive a new iron superstructure. Plans for this work are being prepared and will be shortly handed to you; but as I estimate the cost of same at $3,980, I do not think the amount appropriated will be found sufficient.

LIFT-BRIDGE AT NORTH FERRY STREET, ALBANY.

Chapter 70, *Laws of* 1888,

Authorizes the building of this bridge, and makes an appropriation of $14,000 to defray cost thereof. Plans for the same are in course of preparation and contract will be let in time for the building of the bridge during the coming winter.

CHAMPLAIN CANAL.

The funds available for ordinary repairs to this canal are so limited and the demands on same for keeping it in a navigable condition, so great that little permanent improvement can be expected from this source; but the special appropriations made by the Legislature within the past six years have so improved those portions of the canal to which they have been applied as to warrant the hope that the succeeding Legislatures will continue the annual appropriation of funds for its improvement until the desired object of obtaining a channel forty-four feet in width at bottom with a depth of six feet of water for its entire length is obtained.

The old slope walls and docking are in many places badly dilapidated and have so settled as to leave the inner angle of the towing-path entirely unprotected and the action of the water is slowly, but constantly washing away and narrowing the towing-path. In such places where the berme bank is in excavation and the towing-path in embankment, and where the other natural features warrant such treatment, I recommend the avoiding of the heavy expense of building stone walls, by the adoption of the policy successfully carried out on a portion of the improvement of last winter, of protecting the inner angle by means of a layer of small stone, laid at a slope of one and one-half feet horizontal to one foot vertical, extending from the top angle of towing-path to a point one or two feet below water surface, and leaving the remainder of the slopes unprotected, obtaining the necessary increased width by earth excavation on the berme side. Where a good foundation can be had for the foot of this stone protection, at about the depth mentioned above, this will be found

effectual in preventing the encroachment of the water on the towing-path embankment, so long as the boats continue to be mainly propelled by horses, which, up to the present time, has been the power almost exclusively used on this canal.

The towing-path, more especially on section No. 1, is very low, in many places water being carried in canal at from three to six inches below its top angle. I recommend that an increased number of boats be provided for this canal, and tow-path raised with gravel transported to its destination during the period of navigation.

Delays to navigation.

On October 2, 1887, a leak occurred through dry vertical wall on berme side over Salisbury's culvert on the sixteen-mile level. Water penetrated earth covering over culvert, passed along top of arch and down behind south wing-wall and discharged under the foundation. Water was at once drawn from level, bank was excavated to top of arch and replaced with well puddled material protected at base with sheet piles. Water was let into level on October fourth, and navigation resumed on the seventh, making a total suspension of five days.

On May tenth, at 4 A. M., a leak was discovered through old docking and embankment on berme side at head of lock No. 7. Water was drawn, repairs made and navigation resumed at 2 P. M., October eleventh ; total suspension of navigation thirty-four hours.

On May twelfth a slight break in tow-path embankment, just above lock No. 4, caused a suspension of navigation of twelve hours.

On September sixteenth a leak in lock No. 3, Glens Falls feeder, necessitated the drawing of water from levels above, suspending navigation on the feeder for thirty hours.

The principal repairs and improvements made during the year, and those most urgently needed, are as follows :

ORDINARY REPAIRS — CHAMPLAIN CANAL.

Locks.

No extensive repairs have been made to any of the locks during the year. On September sixteenth a leak of considerable magnitude sprung under foundation of lock No. 3, Glens Falls feeder, the repair of which necessitated the drawing of the water. It was only possible to make temporary repairs. On the close of navigation I will make a thorough examination of this structure, and report what measures are necessary to make it safe. The walls are in bad condition, the foundation has been undermined, and it may be necessary to tear

down and rebuild a portion of the lock. The sluice around the five combined locks (Nos. 6 to 10), on the Glens Falls feeder, should be rebuilt during the coming winter.

Dams.

The ice of last winter did considerable damage to the apron of the dam across the Mohawk at Cohoes, about 220 feet of same being entirely carried away and 150 feet more or less injured. As soon as the water subsided sufficiently to allow an examination of this dam to be made, I discovered that for a length of 220 feet, extending northward from a point 696 feet north of south abutment, the stone structure was in a dangerous condition. Many of the face stones had fallen out, and many of those remaining had become displaced and large streams of water were passing through the dam. Two buttresses, seventy-five feet and thirty-one feet long respectively, were built in front of the portion from which the face-stone had fallen, and an enlarged apron constructed in place of that washed away. I think this portion of the dam, as well as that covered by buttresses built in 1885 and 1886, is now safe. Between points 200 and 400 feet north of the south abutment, a motion in crest of dam of five inches has taken place within the past two years. Two buttresses of about twenty-five feet each in length should be built here, and the entire apron, except that portion renewed this year, enlarged and raised. The apron and crest of dam across the Hudson river at Troy have been extensively repaired during the year.

Aqueducts.

The trunk of Schuylerville aqueduct was partially renewed last winter. The old timber remaining should be replaced with new this winter.

The trunks of aqueducts at Moseskill and Fort Edward need extensive repairs, if not entire renewal.

Waste-weirs.

The waste-weirs on this canal, except the one at head of lock No. 7, which will be rebuilt this winter, are in fair condition.

Culverts.

The parapet and wing-walls on berme side of culvert at Salisburys have become very dilapidated, and should be rebuilt this winter.

About one-fourth of a mile below Fort Miller lock is a stone culvert, the portion under canal proper being a "box," and that under the towing-path an "arch." The latter portion has failed and should be removed, and the "box" extended through the towing-path.

Bridges.

The following new superstructures have been erected: Nos. 2, 7, 15, 18, 25, 31, 43, 44, 47, 48, 112, 115, 129, 134 and 149, on the Champlain canal and Nos. 2, 5 and 13 on the Glens Falls feeder.

The following should be rebuilt during the next year: Nos. 1, 9, 12, 24, 26, 27, 35, 41, 42, 45, 50, 53, 57, 59, 72, 73, 89, 113, 124 and 142, on the Champlain canal, and No. 4 on the Glens Falls feeder.

The only new abutment built during the past year is the one included in contract No. 3, and hereinafter referred to. While there are ten abutments on this canal which should be shortly rebuilt, the only one not provided for by work to be done by contract, which must be rebuilt this winter, is the berme abutment first south of Eastman's waste-weir on the Whitehall level.

EXTRAORDINARY REPAIRS — CHAMPLAIN CANAL.

Improvement of Champlain Canal (*chapter* 441, *Laws of* 1886).

The reports of my predecessor for the years ending September 30, 1885, 1886, and 1887, respectively, give detailed statements of the disposition of the sums reappropriated for the improvement of the Champlain canal, by the various acts, chapter 97 of Laws of 1882, 301 of Laws of 1884, and 441 of Laws of 1886, and his last report shows a balance remaining in treasury of $7,086.33, and states that by resolution of canal board of September 1, 1887, the balance was set apart as follows, for work at Wilbur's basin, $5,336.33; and for dredging between Fort Ann and Fort Edward, $1,750.

Before any of the above-mentioned funds were expended, the canal board revoked its action of September 1, 1887, and set apart this fund to be expended by the Superintendent of Public Works as follows:

December 28, 1887 — For stopping leaks on the Glens Falls feeder	$5,336 33
July 25, 1888 — For building vertical wall on Glens Falls feeder	1,750 00
Total	$7,086 33

The work referred to in this action of the Canal Board was done during the past winter, partly by the Superintendent of Public Works directly, and partly through contract with Swan & Reilly.

Fishway in Troy Dam (*chapter* 512, *Laws of* 1887).

In pursuance of this law a fish-way, similar in general design to those heretofore placed in State dams at Schoharie creek and Rexford flats, has been built here by Albert Blaisdell, contractor, at a cost of $1,800.

Improving Champlain Canal (*chapter* 113, *Laws of* 1887).

The report of my predecessor gives a description of work proposed to be done under this law with a list of four contracts which at that date had been awarded. In order, however, to provide means to make urgently needed repairs on the Glens Falls feeder, it was necessary to considerably reduce the quantity of work covered by the above mentioned four contracts which was done as follows: On contract No. 2 no work was done on the southerly 300 feet. On contract No. 3 no work was done on the 1,150 feet of canal lying between the fifth and sixth bridge south of the Fort Edward aqueduct, and on contract No. 4 no work was done on the northerly 300 feet, and the proposed area of tow-path lining was reduced on all the contracts. On contract No. 1 it was proposed to widen canal on berme side from a point beginning at bridge first north of waste-weir, running north about 650 feet and to leave the berme side of canal unprotected. There is a high clay hill at this point, and when excavation came to be made it was found that this plan could not be carried out, and the treacherous nature of the material, yellow clay, with layers of quicksand running through it, rendered it absolutely necessary to build 163 lineal feet of heavy retaining wall, to prevent a threatened landslide. This wall was successfully built, and the danger averted, but in consequence of the necessary abandonment of the original plan of widening on berme, there yet remains at this point about 440 feet of very narrow canal, the improvement of which has been provided for in work proposed to be done during the ensuing winter.

On contracts Nos. 2, 3 and 4, considerable trouble was experienced on account of the sliding of the newly-made clay embankments, which at one time threatened to be serious. The superintendent of this section has, however, during the summer, been gradually putting on sufficient material to keep the banks up to grade, and as the movement has now about ceased, I apprehend no further trouble from this cause. The berme abutment built on contract No. 3 (bridge 97), by the reason of the yielding of the clay foundation under the excessive pressure of the clay filling in the rear thereof, has failed, and will have to be rebuilt. In addition to the four contracts noted above, a contract was awarded on April 2, 1888, to Swan & Reilly, for building

290 lineal feet of vertical wall on the Glens Falls feeder, engineer's estimate of cost of which was $1,965.

All of the above-mentioned five contracts have been completed and final accounts rendered therefor. The fund has been disposed of as follows:

Total appropriation made by the Legislature		$70,000 00
Amount of five final accounts (see table annexed).....	$58,736 91	
Cost of engineering (including survey of canal from lock 7 to lock 15)	8,705 50	
Cost of inspectors, advertising, etc.....	2,558 59	
		$70,000 00

Ship Street Bridge, Cohoes (*chapter* 168, *Laws of* 1887, *and chapter* 126, *Laws of* 1888).

The appropriation of $6,000 made by chapter 168, Laws of 1887, having been found to be insufficient for the purpose of building abutments, approaches and superstructure at this point, the act chapter 126, Laws of 1888, making an additional appropriation of $2,000, was passed, and contracts have been entered into with James E. Flood for substructure and approaches, and with the Hilton Bridge Construction Company, for superstructure. The contractor for substructure is now at work, and will complete tow-path abutments and approaches before the close of navigation.

The iron bridge is in process of manufacture, and the whole structure should be completed within a month of close of navigation.

Lift-bridge at Broad Street, Waterford (*chapter* 320, *Laws of* 1888).

This law authorizes the construction of a lift-bridge at this point, and appropriates the sum of $10,000 to be applied thereto. I have had made a careful survey of this locality, and will shortly present to you plans and estimates therefor. The fact that the natural surface of the ground is low on the easterly side of canal and high on the westerly, renders the question of determining the grade which will give most relief to traffic, with a minimum amount of damages to private property on the westerly side of canal, a difficult one.

BRIDGE OVER GLENS FALLS FEEDER, AT FERRY STREET, SANDY HILL.

Chapter 570, *Laws of* 1888.

This law makes an appropriation of $2,500 dollars for building a bridge at this point. Plans for the same will shortly be handed you. I estimate cost of abutments, approaches and wooden bridge at 2,438.

IMPROVEMENT OF CHAMPLAIN CANAL.

Chapter 416, *Laws of* 1888.

This law authorizes and directs the Superintendent of Public Works to improve the Champlain canal by deepening it at such points as he shall deem most important, and appropriates the sum of $105,000 to be applied to such of the above-described improvements of the Champlain canal, as in the judgment of the said Superintendent of Public Works, the present needs of commerce most require.

On the ninth day of August, I detailed Assistant Engineer E. B. Noyes, with a corps of assistants, to duty on this canal, and placed him in charge of making the necessary surveys, maps, plans and estimates, and after due consultation with the Superintendent of Public Works and his representatives, I have approved and forwarded to you, maps, plans and estimates for work as follows :

No. 1. "For protecting berme bank and rebuilding waste-weir at head of lock No. 7."

The improvement contemplated is the widening of canal on berme side and the deepening of prism to six feet of water, the building of 113 feet of vertical wall in cement between head of lock and waste-weir, and the rebuilding of the dilapidated waste-weir.

No. 2. "For improving 10,300 feet of canal between lock No. 7, and a point 4,100 feet north of lock No. 8."

The work contemplated is the improvement of entire prism of canal lying between the points named, except that portion included in Nos. 1 and 3 of this list, by widening on berme side of canal and bottoming out prism so as to obtain a channel forty-four feet wide at a point six feet below water-surface, with such slopes on interior banks of canal as may be necessary; the raising of tow-path with gravel; protecting the inner angle of towing-path with quarry chips extending from its upper surface to a point one foot below water-surface, and the widening of towing-path to fourteen feet on top.

No. 3. "Improving 635 feet of canal extending from head of lock No. 8 northward."

The proposed improvement is the widening of canal on the towing-path side and protecting same with slope wall, the deepening of prism to six feet of water; the building of a vertical wall in cement on berme side from head of lock to waste-weir, and the strengthening and puddling of the leaky embankment on berme side north of the waste-weir.

No. 4. For "improving 440 feet of canal northward from a point 163 feet north of first bridge, north of Wilburs basin waste-weir."

This proposed improvement is the building of 440 lineal feet of vertical wall in cement on the berme side of canal and of about 200

feet on tow-path side, and the widening and deepening necessary to obtain a prism forty-four feet wide on bottom with six feet of water. The vertical wall on berme side is a continuation of that built last winter by Sherman & McDonough, contractors, and is necessary in order to retain the high clay and quicksand hill at this point.

No. 5. "Improving 175 feet of canal on berme side at Salisbury's culvert."

The proposed improvement is the strengthening 175 feet of the weak and leaking berme bank by building a vertical wall in cement, over and on both sides of the culvert. This is a very dangerous place in its present condition and a leak which started here last fall, would have entailed very serious damage had it not been promptly discovered and repaired.

No. 6. "Improving 1,500 feet of canal south of second bridge (No. 52), north of Salisbury's culvert."

The proposed improvement is the widening on tow-path side and deepening of this portion of canal so as to obtain a prism of forty-four feet on bottom with six feet of water; the protection of towing-path bank by a slope wall and a puddle trench, and the driving of a row of piles on berme side to prevent the clay hill from sliding into canal. The canal here now is very narrow and two boats can not pass.

No. 7. For "improving 1,280 feet of canal opposite Gate's Headquarters, about three-fourths of a mile south of Schuylerville."

The proposed improvement is the widening on berme side mainly in rock cutting and deepening of canal so as to obtain a prism of forty-four feet on bottom with six feet of water. Canal is now very narrow and two boats can not pass.

No. 8. For "improving 1,160 feet of canal and building two new bridge abutments and one new bridge superstructure at the third bridge (No. 80) south of Moses Kill lock (No. 14)."

The proposed improvement is the widening on berme side, in rock cutting and the deepening of canal so as to obtain a prism forty-four feet wide at bottom with six feet of water. This necessitates the building of two new bridge abutments and one new superstructure.

No. 9. For "rebuilding berme abutment of second bridge No. 88 north of Satterlee's waste-weir."

This improvement consists in the rebuilding of berme abutment, mentioned heretofore in my remarks on contract No. 3 of improvements under chapter 113, Laws of 1887.

I estimate cost of above work, including engineering, as follows:

Contract No. 1	$2,461 00
Contract No. 2	19,438 00
Contract No. 3	3,572 00

Contract No. 4	$7,676 00
Contract No. 5	1,583 00
Contract No. 6	13,568 00
Contract No. 7	5,252 00
Contract No. 8	6,158 00
Contract No. 9	1,437 00
	$61,145 00
Add for advertising, inspection and contingencies	5,000 00
Total	$66,145 00

I am of the opinion that about $20,000 of the fund provided by this law should be expended in the work heretofore referred to under the head of "water supply" in stopping leaks on the Glens Falls feeder.

CLINTON PRISON — DANNEMORA.

The work authorized by chapter 460, Laws of 1887, has been completed with the exception of placing an iron gate (with necessary machinery for operating and locking the same from the guard tower) in the eastern wall. A contract has been made for furnishing and erecting this gate and machinery, cost of which I estimate at $500. A substantial stone wall, twenty feet high surmounted by a gas-pipe railing now incloses the prison yard and three guard towers, supported by iron beams or posts, covered with corrugated iron have been erected that guards stationed in three towers can patrol the top of the wall.

Chapter 270, Laws of 1888, appropriates the sum of $3,500 to be expended under the direction of the State Engineer and Surveyor and to be certified to by the Superintendent of State Prisons, for obtaining a water supply for Clinton prison by conducting a mountain stream to and through the prison yard by means of iron pipes and for furnishing and erecting the necessary hydrants, hose, etc.

I have had made a survey of the locality and find that the stream in question at times of low water furnishes about seventy gallons per minute and that by building a dam across the gorge about 2,200 feet north of the prison, a storage reservoir of 400,000 gallons can be obtained. I am, however, of the opinion that the amount appropriated is insufficient to accomplish the purpose sought, and estimate that even by using convict labor, as far as possible, the cost of materials, teaming and furnishing of such skilled labor as may not be obtainable from among the convicts will be $5,000. Upon the basis of this survey and estimate, after consultation with the prison authorities, I decided to defer any operations here until next year and would respectfully recommend a further appropriation of $1,500 for this work, so that when it is begun next spring it can be pushed forward at once to completion.

GENERAL RECOMMENDATIONS.

The adoption by so large a majority of the navigators of the canal of the system of moving boats in pairs, demonstrates the efficiency of the system of lengthened locks on the Erie canal, and the wisdom of the Legislature in initiating and continuing this improvement. During the present boating season with only seven out of the forty-five locks on this division lengthened, it is the exception rather than the rule to see a single boat moving along the canal, and I most earnestly urge a continuance of the policy so wisely begun, and so satisfactorily prosecuted until all the locks on this division west of lock No. 18 are lengthened. Four of the locks on this division will be lengthened during the coming winter, and on the opening of navigation in 1889, there will remain sixteen for the lengthening of which provision should be made. I estimate cost of lengthening one tier of each of these sixteen locks at $500,000.

Machinery for drawing in boats has been placed on the seven locks lengthened last winter and a contract based on similar plans has been let for the locks to be lengthened this winter.

An inspection of the operation of this machinery leads me to recommend a change of the adopted plan, by which the vertical spool shall be dispensed with and horizontal spool alone used, that better arrangements of rollers be applied to reduce the large amount of wear, by friction of the ropes, and that iron standards be substituted for the wooden frame. By making these changes we avoid the cutting and defacing of coping of lock now necessary to receive the vertical spool.

The wisdom of the system of testing cements now adopted on the canals was amply demonstrated by the work of last winter.

While some of the cements offered by the contractors failed to stand the tests required and were consequently rejected as being unfit for use, the proof was positive that most if not all of the manufacturers competing for the furnishing of cement for canal work, by a careful selection of the stone within their control and its proper manipulation in grinding, burning, etc., could and did furnish a satisfactory article.

It is of prime importance that all stone structures designed for retaining waters should have connections between stones made with a strong and water-proof substance, and, in my opinion, the best method of securing the furnishing of such by contractors, is a systematic and continued application of proper tests to all cements offered for use.

Nearly all of the locks on this division (except the extensions just completed) need repointing, and I am of the opinion that the cost necessarily incurred in the thorough pointing of these structures would be more than repaid by the increased life and efficacy given to them.

The fact that damage is often done to boats by running against the timber bulkheads of locks which are approached by sharp curves, more particularly among the sixteen locks forming the Cohoes ascent, leads me to recommend that a pile protection around bulkheads be placed at the head of those locks whose locations expose them to dangers of such accidents.

The continuing necessity of making surveys and maps for the use of the Attorney-General and of giving expert testimony before the Board of Claims in defense of suits brought against the State, and the fact that only on rare occasions can members of the ordinary engineering corps be detailed to such work without neglecting equally important duties in other directions, leads me to recommend that the Legislature be asked to repeat its action of last year and to make a special appropriation for this purpose, and also to repeat the recommendation heretofore made by both the State Engineer and Surveyor, and the Superintendent of Public Works that some provision be made to secure the drainage of private property damaged by leakage from the canals, which will cut off, or at least largely reduce, what is now a fruitful source of litigation against the State and of damage to its citizens.

ENGINEERING DEPARTMENT.

This division has been under the charge of John R. Kaley as division engineer, and of Chapman L. Johnson as resident engineer, from October 1, 1886, to January 15, 1888, and of Chapman L. Johnson as division engineer from January 16 to September 30, 1888, and John P. Kelly as resident engineer from February 1 to September 30, 1888.

The work of the department has been the making of surveys and preparations of maps, plans and estimates for the various works detailed in this report, the supervising of all contract work and the making of partial estimates and final accounts for the payments due to contractors, the making of surveys and maps and giving testimony in defense of State before the Board of Claims in all cases in which such work has been requested by the Attorney-General, and the giving of proper attention to all matters requiring the same, relating to the ordinary repairs of the canal.

A table is hereto appended giving the names, rank and compensation of all engineers employed on this division during the past fiscal year, with duration of the service of each and a summary of the total engineering expenditures. I have the honor to be

Very respectfully yours.

CHAPMAN L. JOHNSON,
Division Engineer.

Statement showing names, rank, number of days and compensation of Engineers employed on the Eastern Division of the New York State Canals, together with incidental expenses during the fiscal year ending September 30, 1888.

ORDINARY REPAIRS — ERIE CANAL.

Chapter 160, *Laws of* 1887.

NAME.	Rank.	Number of days.	Rate of compensation.	Salary.	Travel.	Total.	Amount.
John R. Kaley	Division engineer	.....	$2,400 00 per annum.	$498 63	$17 92	$516 55	
Chapman L. Johnson	Division engineer	.....	2,400 00 per annum.	1,014 75	217 05	1,231 80	
Chapman L. Johnson	Resident engineer	70	2,000 00 per annum.	382 17	139 39	521 56	
John P. Kelly	Resident engineer	26	2,000 00 per annum.	142 08	7 60	149 68	
T. C. Leutze	Assistant engineer	12	5 00 per day.....	60 00	.....	60 00	
T. J. Delaney	Leveler	52	4 50 per day.....	234 00	60	234 60	
C. M. Pepson	Rodman	64	3 50 per day.....	224 00	1 50	225 50	
L. L. Gaul	Rodman	254	3 50 per day.....	889 00	3 86	892 86	
F. W. Battershall	Rodman	39	3 50 per day.....	136 50	.....	136 50	
Thomas Rattoone	Rodman	91	3 50 per day.....	318 50	.....	318 50	
J. H. Jones	Chainman	37	2 50 per day.....	92 50	1 38	93 88	
J. A. Curran	Chainman	65	2 50 per day. ...	162 50	.....	162 50	
						$4,543 93	
Incidental Expenses.							
Labor					$122 00		
Stationery					92 59		
Postage and telegraph					123 32		
Miscellaneous					292 46		
						630 37	
							$5,174 30

Chapter 150, *Laws of* 1888.

Chapman L. Johnson	Division engineer	.....	$2,400 00 per annum.	$133 33	$67 02	$200 35	
John P. Kelly	Resident engineer...	.....	2,000 00 per annum.	114 76	14 12	128 88	
E. B. Noyes	Assistant engineer in charge	33	6 00 per day	198 00	52 51	250 51	
T. C. Leutze	Assistant engineer	16	5 00 per day	80 00	1 18	81 18	
H. M. Rood	Assistant engineer	20	5 00 per day	100 00	2 22	102 22	
G. V. Rapp	Leveler	36	4 50 per day	162 00	4 06	166 06	
T. J. Delaney	Leveler	34	4 50 per day	153 00	6 06	159 06	

C. M. Pepson	Rodman	39	3 50 per day ...	136 50	11 60	148 10	
F. W. Battershall	Rodman	22	3 50 per day	77 00	6 41	83 41	
William Miller	Chainman	14	2 50 per day	35 00	6 44	41 44	
J. A. Shanahan	Chainman	26	2 50 per day	65 00	.....	65 00	
						$1,426 21	
Incidental expenses.							
Postage and telegraph					$3 08		
Miscellaneous					29 70		
						32 78	
							$1,458 99
Total for Erie canal							$6,633 29

ORDINARY REPAIRS — CHAMPLAIN CANAL.

(*Chapter* 160, *Laws of* 1887.)

NAME.	Rank.	Number of days.	Rate of compensation.	Salary.	Travel.	Total.	Amount.
John R. Kaley	Division engineer	.....	$2,400 00 per annum.	$200 00	$49 43	$249 43	
Chapman L. Johnson	Division engineer	.....	2,400 00 per annum.	483 33	64 18	547 51	
Chapman L. Johnson	Resident engineer	.....	2,000 00 per annum.	200 00	56 93	256 93	
John P. Kelly	Resident engineer	.....	2,000 00 per annum.	21 86	9 55	31 44	
A. S. Kibbe	Assistant engineer in charge	80	6 00 per day	480 00	31 26	511 26	
G. D. Baltimore	Assistant engineer in charge	10	5 00 per day	50 00	2 76	52 76	
W. J. Smith	Rodman	105	3 50 per day	367 50	5 27	372 77	
L. T. Carver	Rodman	80	3 50 per day	280 00	3 29	283 29	
J. C. Dougrey	Rodman	80	3 50 per day	280 00	5 58	285 58	
J. H. Jones	Rodman	4	3 50 per day	14 00	11 54	25 54	
Fred. Turner	Chainman	15	2 50 per day	37 50	1 86	39 36	
						$2,655 84	
Incidental Expenses.							
Postage and telegraph					$30 26		
Miscellaneous					146 19		
						176 45	
							$2,832 29

(*Chapter* 150, *Laws of* 1888.)

Chapman L. Johnson	Division engineer	.....	$2,400 00 per annum.	$66 67	$33 51	$100 18	
John P. Kelly	Resident engineer	.....	2,000 00 per annum.	98 36	1 85	100 21	
A. S. Kibbe	Assistant engineer in charge	3	6 00 per day	18 00	.....	18 00	
H. M. Rood	Assistant engineer	18	5 00 per day	90 00	1 20	91 20	
C. M. Pepson	Rodman	12	3 50 per day	42 00	3 45	45 45	
L. L. Gaul	Rodman	25	3 50 per day	87 50	9 85	97 35	
W. J. Smith	Rodman	14	3 50 per day	49 00	1 98	50 98	
William Miller	Chainman	2	2 50 per day	5 00	3 25	8 25	
J. A. Shanahan	Chainman	10	2 50 per day	25 00	.....	25 00	
						$536 62	
Incidental Expenses.							
Labor					$16 00		
Stationery					11 40		
Postage and telegraph					20 99		
						48 39	
							585 01
Total for Champlain canal							$3,417 30

NAME.	Rank.	Number of days.	Rate of compensation.	Salary.	Travel.	Total.
J. P. Kelly	Resident engineer	.....	$2,000 00 per annum.	$551 91	$170 44	$722 35
J. P. Kelly	Assistant engineer in charge	90	6 00 per day	540 00	89 46	629 46
Martin Schenck	Assistant engineer in charge	182	6 00 per day	1,092 00	123 61	1,215 61
E. B. Noyes	Assistant engineer in charge	139	6 00 per day	834 00	106 06	940 06
H. M. Rood	Assistant engineer	194	5 00 per day	970 00	21 05	991 05
T. C. Leutze	Assistant engineer	106	5 00 per day	530 00	16 77	546 77
T. C. Leutze	Leveler	60	4 50 per day	270 00	2 32	272 32
G. V. Rapp	Leveler	196	4 50 per day	891 00	100 28	991 28
T. J. Delaney	Leveler	196	4 50 per day	891 00	28 12	919 12
A. P. Folwell	Leveler	195	4 50 per day	886 50	24 48	910 98
R. C. Strachen	Leveler	145	4 50 per day	652 50	9 54	662 04
L. L. Gaul	Rodman	45	3 50 per day	157 50	18 36	175 86
C. M. Pepson	Rodman	127	3 50 per day	444 50	26 52	471 02
Thomas Rattoone	Rodman	91	3 50 per day ...	318 50	.....	318 50
F. W. Battershall	Rodman	133	3 50 per day	465 50	12 10	477 60
C. H. Barber	Rodman	156	3 50 per day	546 00	16 45	562 45
James Ryan, Jr.	Rodman	53	3 50 per day	185 50	13 98	199 48
John Hickey	Rodman	174	3 50 per day	609 00	133 75	742 75
G. T. DeForest	Rodman	137	3 50 per day	476 00	48 62	524 62
J. H. Jones	Rodman	134	3 50 per day	469 00	30 59	499 59
J. H. Jones	Chainman	13	2 50 per day	32 50	2 60	35 10
G. T. De Forest	Chainman	13	2 50 per day	32 50	7 28	39 78
J. A. Curran	Chainman	175	2 50 per day	437 50	.....	437 50
J. T. Gaffney	Chainman	178	2 50 per day	445 00	37 72	482 72
Wm. Miller	Chainman	178	2 50 per day	445 00	23 96	468 96
E. J. Waldron	Chainman	169	2 50 per day	422 50	32 99	455 49
J. A. Shanahan	Chainman	157	2 50 per day	392 50	34 73	427 23
W. A. O'Brien	Chainman	134	2 50 per day	335 00	10 30	345 30
						$15,464 99
Incidental expenses.						
Stationery					$317 98	
Postage and telegraph					127 36	
Miscellaneous					671 71	
						1,117 05
						$16,582 04

EXTRAORDINARY REPAIRS — CHAMPLAIN CANAL.

Chapter 113, *Laws of* 1887.

NAME.	Rank.	Number of days.	Rate of compensation.	Salary.	Travel.	Total.
J. P. Kelly	Resident engineer	.....	$2,000 00 per annum.	$87 43	$26 02	$113 45
E. B. Noyes	Assistant engineer in charge	8	6 00 per day	48 00	18 87	66 87
A. S. Kibbe	Assistant engineer in charge	179	6 00 per day	1,074 00	144 76	1,218 76
A. S. Kibbe	Assistant engineer	8	5 00 per day	40 00	.....	40 00
G. D. Baltimore	Assistant engineer	111	5 00 per day	555 00	20 36	575 36
L. L. Gaul	Rodman	7	3 50 per day	24 50	2 81	27 31
F. W. Battershall	Rodman	52	3 50 per day	182 00	15 62	197 62
W. J. Smith	Rodman	105	3 50 per day	367 50	29 75	397 25
L. T. Carver	Rodman	122	3 50 per day	427 00	18 74	445 74
J. C. Dougrey	Rodman	123	3 50 per day	430 50	32 13	462 63
J. C. Dougrey	Chainman	62	2 50 per day	155 00	14 85	169 85
L. T. Carver	Chainman	62	2 50 per day	155 00	8 22	163 22
G. T. De Forest	Chainman	49	2 50 per day	122 50	5 27	127 77
William Miller	Chainman	49	2 50 per day	122 50	5 32	127 82
W. A. O'Brien	Chainman	49	2 50 per day	122 50	8 91	131 41
Fred. Turner	Chainman	127	2 50 per day	317 50	9 95	327 45
						$4,592 51
	Incidental expenses.					
Postage and telegraph					$35 98	
Stationery					31 80	
Miscellaneous					898 22	
						966 00
						$5,558 51

NAME.	Rank.	Number of days.	Rate of compensation.	Salary.	Travel.	Total.
J. P. Kelly	Resident engineer	.....	$2,000 00 per annum.	$120 22	$4 41	$124 63
T. C. Leutze	Assistant engineer	47	5 00 per day	235 00	27 16	262 16
G. V. Rapp	Leveler	3	4 50 per day	13 50	7 56	21 06
C. M. Pepson	Rodman	15	3 50 per day	52 50	18 61	71 11
F. W. Battershall	Rodman	33	3 50 per day	115 50	13 14	128 64
C. H. Barber	Rodman	6	3 50 per day	21 00	13 34	34 34
J. H. Jones	Rodman	3	3 50 per day	10 50	7 82	18 32
G. T. DeForest	Rodman	2	3 50 per day	7 00	3 54	10 54
William Miller	Chainman	2	2 50 per day	5 00	3 61	8 61
						$679 41
Incidental expenses.						
Stationery					$51 46	
Postage and telegraph					1 06	
Miscellaneous					60 79	
						113 31
						$792 72

CHAMPLAIN CANAL.

J. P. Kelly	Resident engineer	.....	$2,000 00 per day	$43 72	$6 64	$50 36
E. B. Noyes	Assistant engineer in charge	45	6 00 per day	270 00	46 04	316 04
T. C. Leutze	Assistant engineer	7	5 00 per day	35 00	.....	35 00
H. M. Rood	Assistant engineer	32	5 00 per day	160 00	11 94	171 94
T. J. Delaney	Leveler	19	4 50 per day	85 50	1 80	87 30
F. W. Battershall	Rodman	21	3 50 per day	73 50	.....	73 50
L. T. Carver	Rodman	44	3 50 per day	154 00	21 02	175 02
J. C. Dougrey	Rodman	45	3 50 per day	157 50	19 02	176 52
J. A. Shanahan	Chainman	42	2 50 per day	105 00	7 67	112 67
						$1,198 35
Incidental expenses.						
Stationery					$24 54	
Postage and telegraph					8 12	
Miscellaneous					142 80	
						175 46
						$1,373 81

DREDGING ALBANY BASIN.

Chapter 416, *Laws of* 1888.

NAME.	Rank.	Number of days.	Rate of compensation.	Salary.	Travel.	Total.
J. P. Kelly	Resident engineer	.....	$2,000 00 per annum.	$60 11	.....	$60 11
T. C. Leutze	Assistant engineer	16	5 00 per day	80 00	.....	80 00
T. C. Leutze	Assistant engineer in charge	14	6 00 per day	84 00	.....	84 00
C. M. Pepson	Rodman	13	3 50 per day ...	45 50	.....	45 50
F. W. Battershall	Rodman	12	3 50 per day	42 00	.....	42 00
William Miller	Chainman	20	2 50 per day	50 00	.....	50 00
E. J. Waldron	Chainman	24	2 50 per day	60 00	.....	60 00
						$421 61
Incidental Expenses.						
Stationery					$7 92	
Miscellaneous					21 46	
						29 38
						$450 99

SHIP STREET BRIDGE, COHOES — CHAMPLAIN CANAL.

Chapter 168, *Laws of* 1887, *and Chapter* 126, *Laws of* 1888.

NAME.	Rank.	Number of days.	Rate of compensation.	Salary.	Travel.	Total.
J. P. Kelly	Resident engineer	.....	$2,000 00 per annum.	$32 78	$6 00	$38 78
C. M. Pepson	Rodman	11	3 50 per day	38 50	10 50	49 00
F. W. Battershall	Rodman	2	3 50 per day	7 00	2 00	9 00
William Miller	Chainman	4	2 50 per day	10 00	4 00	14 00
						$110 78

For Making Surveys for Claims Before the State Board of Claims.

Chapter 249, *Laws of* 1888.

ERIE CANAL.

NAME.	Rank.	Number of days.	Rate of compensation.	Salary.	Travel.	Total.	Amount.
T. C. Leutze	Assistant engineer	7	$5 00 per day	$35 00	$12 63	$47 63	
C. M. Pepson	Rodman	2	3 50 per day	7 00	6 27	13 27	
W. J. Smith	Rodman	3	3 50 per day	10 50	5 27	15 77	
William Miller	Chainman	3	2 50 per day	7 50	6 52	14 02	
Miscellaneous						5 90	$96 59
CHAMPLAIN CANAL.							
J. P. Kelly	Resident engineer	3	$2,000 00 per annum.	$16 39	$0 60	$16 99	
T. C. Leutze	Assistant engineer	8	5 00 per day	40 00	.....	40 00	
C. M. Pepson	Rodman	4	3 50 per day	14 00	3 50	17 50	
W. J. Smith	Rodman	3	3 50 per day	10 50	2 90	13 40	
William Miller	Chainman	4	2 50 per day	10 00	3 25	13 25	
Miscellaneous						65	101 79
Total							$198 38

The above tables are summarized as follows:

ORDINARY REPAIRS.			
Erie canal	$6,633 29		
Champlain canal	3,417 30		$10,050 59
EXTRAORDINARY REPAIRS.			
Lengthening locks Erie canal, chapter 113, Laws of 1887	$16,582 04		
Improvement Champlain canal, chapter 113, Laws of 1887	5,558 51	$22,140 55	
Lengthening locks Erie canal, chapter 416, Laws of 1888	$792 72		
Dredging Albany basin, chapter 416, Laws of 1888	450 99		
Improvement Champlain canal, chapter 416, Laws of 1888	1,373 81	2,617 52	
Ship street bridge, Cohoes, chapter 168, Laws of 1887		110 78	24,868 85
SPECIAL SURVEYS.			
Surveys for claims before the State Board of Claims, chapter 249, Laws of 1888			198 38
			$35,117 82

TABLE OF CONTRACTS, ON EASTERN DIVISION, COMPLETED DURING THE YEAR ENDING SEPTEMBER 30, 1888.

ERIE CANAL.

NAMES OF CONTRACTORS.	Date of contract.	Character of work.	LEGISLATIVE ACT.		Appropriation.	Engineer's estimate at contract prices.*	Final estimate.	Remarks.
			Chapter.	Year.				
Clinton Beckwith	July 11, 1887..	Lengthening at foot, lock No. 31	113	1887	$375,000 00 for 15 locks.	$20,315 50	$18,599 12	
Soule & Raynor	July 9, 1887..	Lengthening at foot, lock No. 32	113	1887		23,432 50	22,098 84	
Soule & Raynor	July 9, 1887..	Lengthening at foot, lock No. 33	113	1887		24,387 50	24,354 87	No piles driven.
Leavey & Buckley	Aug. 12, 1887..	Lengthening at foot, lock No. 34	113	1887		23,942 00	21,739 03	No piles driven.
McLean & Rockwell	Aug. 19, 1887..	Lengthening at foot, lock No. 35	113	1887		22,173 00	21,586 50	
Daniel Ford	July 8, 1887..	Lengthening at foot, lock No. 44	113	1887		27,163 35	25,882 10	
John Moore	July 11, 1887..	Lengthening at foot, lock No. 45	113	1887		27,240 25	28,592 39	Increased number of piles driven.
Soule & Raynor	March 10, 1888..	Substructure for lift-bridge at Fort Plain	311	1887	$7,500 00	2,004 05	1,859 66	
Hilton Bridge Construction Co	March 27, 1888..	Superstructure for lift-bridge at Fort Plain	311	1887				
			30	1888	2,500 00	6,810 00	7,295 00	
Soule & Raynor	March 10, 1888..	Waste-weir west of lock No. 33	Ordinary.	Repairs	.....	1,941 00	1,885 95	
Wm. B. Wemple's Sons	March 29, 1888..	Machinery on locks Nos. 31, 32, 33, 34, 44 and 45	Ordinary.	Repairs	.....	10,500 00	10,539 50	
Totals						$189,909 15	$184,432 96	

Sherman & McDonough.	Sept. 27, 1887 ...	Improving 2,100 ft. north of Wilber's basin	113	1887	$70,000 00	$8,982 70	$9,075 08	Additional vertical wall built on berme side.
John W. Whalen.....	Oct. 3, 1887 ...	Improving 2,000 ft. south of bridge No. 97	113	1887		16,233 75	13,093 42	Work shortened up.
John W. Whalen.....	Oct. 3, 1887 ...	Improving 7,900 ft. south of bridge No. 104	113	1887		22,466 50	20,594 43	Work shortened up.
Sherman & McDonough.	Sept. 27, 1887 ...	Improving 1,800 ft. north of bridge No. 104	113	1887		16,079 52	14,602 98	Work shortened up.
Swan & Riley.....	April 2, 1888 ...	Building 290 ft. of vertical wall on Glens Falls feeder	113	1887	.....	1,909 00	1,371 00	
Swan & Riley.....	April 2, 1888 ...	Building 290 ft. of vertical wall on Glens Falls feeder	441	1886	.....		684 33	
Totals						$65,671 47	$59,421 24	

* Figures in this column are obtained by deducting from footing of contractor's bid the estimated value of old material to be used as same appears in engineer's preliminary estimate.

TABLE OF CONTRACTS PENDING, ON THE EASTERN DIVISION, ON THE 30TH DAY OF SEPTEMBER, 1888.

ERIE CANAL.

NAMES OF CONTRACTORS.	Date of contract.	Character of work.	LEGISLATIVE ACT. Chap.	LEGISLATIVE ACT. Year.	Appropriation.	Engineer's preliminary estimate.	Engineer's estimate at contract prices.
Costello, Neagle & Co	Aug. 27, 1888	Lengthening at foot, lock No. 27	416	1888	$200,000 for 7 l'ks	$24,492 00	$24,356 00
Costello, Neagle & Co	Aug. 27, 1888	Lengthening at foot, lock No. 28	416	1888		26,768 00	26,595 00
Whalen Bros	Aug. 27, 1888	Lengthening at foot, lock No. 29	416	1888		25,379 50	24,529 00
Hughes Bros	Aug. 27, 1888	Lengthening at foot, lock No. 30	416	1888		33,238 00	32,851 65
Nicholas & Wm. H. Wemple	Aug. 18, 1888	Placing machinery on locks 27, 28, 29, 30	416	1888		5,200 00	4,400 00
J. Van Patten & Co	Aug. 29, 1888	Dredging Albany basin	416	1888	$40,000	25c. per cu. y'd	24¼c. per cu. y'd
Andrew Kinnum	Sept. 21, 1887	Improving Mill creek, Schenectady	635 133	1887 1888	10,000	$11,323 00	$9,000 00

CHAMPLAIN CANAL.

James E. Flood	July 8, 1888	Substructure of Ship St. bridge, Cohoes	168 126	1887 1888	$8,000	$6,156 00	$5,754 60
Hilton Bridge Construction Co.	July 23, 1888	Superstructure of Ship St. b'dge, Cohoes	168 126	1887 1888		1,800 00	1,868 00

TABLE OF LOCKS — ERIE CANAL — EASTERN DIVISION.

NUMBER.	DISTANCES.		Lift in feet.
	Lock to lock.	From Albany.	
1	.....	.....	15.159
2	98 chains 83 links	1.24 miles	9.495
3	419 chains 16 links	6.48 miles	11.169
4	25 chains 17 links	6.80 miles	11.380
5	21 chains 90 links	7.07 miles	10.597
6	16 chains 52 links	7.28 miles	10.073
7	10 chains 61 links	7.41 miles	9.931
8	12 chains 86 links	7.57 miles	10.545
9	26 chains 53 links	7.90 miles	9.408
10	14 chains 58 links	8.08 miles	10.362
11	12 chains 91 links	8.24 miles	9.621
12	11 chains 66 links	8.39 miles	9.986
13	16 chains 5 links	8.59 miles	10.345
14	17 chains 9 links	8.80 miles	10.032
15	21 chains 53 links	9.07 miles	9.833
16	15 chains 20 links	9.26 miles	10.045
17	25 chains 39 links	9.58 miles	10.287
18	15 chains 44 links	9.77 miles	10.249
19	708 chains 42 links	18.63 miles	8.441
20	219 chains 29 links	21.37 miles	10.418
21	257 chains 90 links	24.59 miles	11.126
22	14 chains 1 link	24.77 miles	11.609
23	553 chains 43 links	31.69 miles	8.318
24	63 chains 7 links	32.47 miles	8.191
25	303 chains 87 links	36.27 miles	7.716
26	510 chains 59 links	42.66 miles	8.365
27	16 chains 8 links	42.86 miles	7.886
28	417 chains 16 links	48.07 miles	7.723
29	157 chains 20 links	50.04 miles	7.399
30	50 chains 60 links	50.67 miles	10.213
31	1108 chains 34 links	64.52 miles	5.867
32	505 chains 62 links	70.84 miles	8.126
33	408 chains 77 links	75.95 miles	5.704
34	205 chains 63 links	78.52 miles	8.483
35	254 chains 23 links	81.70 miles	7.785
36	349 chains 20 links	86.07 miles	10.019
37	49 chains 52 links	86.68 miles	9.898
38	12 chains 87 links	86.85 miles	8.733
39	17 chains 35 links	87.06 miles	10.524
40	220 chains 82 links	89.82 miles	8.524
41	211 chains 11 links	92.46 miles	8.286
42	228 chains 99 links	95.32 miles	7.954
43	20 chains 59 links	95.58 miles	8.069
44	216 chains 16 links	98.28 miles	10.737
45	98 chains 62 links	99.52 miles	11.172
45 to county line	537 chains 67 links	106.24 miles	.....

In addition to the above table are the following:

Two double locks at West Troy side-cut; two single locks at Port Schuyler side-cut; one weigh-lock at Albany; one weigh-lock at West Troy.

TABLE OF AQUEDUCTS — ERIE CANAL — EASTERN DIVISION.

Number.	NAME.	Location, distance west of lock.	Interior width.	Number of spans.	Total length.
1	Lower Mohawk	220 chains 52 links west of lock 18	40 ft. 6 in.	26	17 chains 23 links
2	Upper Mohawk	6 chains 60 links west of lock 22	44 ft. 4 in.	14	9 chains 25 links
3	Flat Stone creek	113 chains 97 links west of lock 24	49 ft.	3	1 chain 13 links
4	Sansai Kill	171 chains 9 links west of lock 25	52 ft.	4	1 chain 55 links
5	Schoharie creek	8 chains 97 links west of lock 30	40 ft. 6 in.	14	9 chains 46 links
6	Tokkon creek	664 chains 91 links west of lock 30	51 ft. 4 in.	4	1 chain 53 links
7	Yatesville	846 chains 38 links west of lock 30	51 ft.	4	1 chain 53 links
8	Lasher's	934 chains 92 links west of lock 30	50 ft.	3	1 chain 13 links
9	Platt Kill (Sprakers)	5 chains 77 links west of lock 31	50 ft.	5	1 chain 94 links
10	Bauman's creek (Canajoharie)	251 chains 97 links west of lock 31	50 ft.	5	1 chain 94 links
11	Otsquago creek (Fort Plain)	18 chains 31 links west of lock 32	50 ft.	5	1 chain 91 links
12	Castle creek (Indian Castle)	7 chains 1 link west of lock 35	50 ft. 6 in.	5	1 chain 94 links
13	Fulmer's creek (Mohawk)	2 chains 72 links west of lock 43	65 ft. 6 in.	3	1 chain 12 links
14	Ilion	129 chains 36 links west of lock 43	51 ft. 6 in.	2	74 links
15	Moyer creek	2 chains 74 links west of lock 45	66 ft.	2	74 links
16	Ferguson's creek	452 chains 35 links west of lock 45	55 ft.	1	33 links

TABLE OF WASTE-WEIRS — ERIE CANAL — EASTERN DIVISION.

Number.	LOCATION.	Number valves.	Size of valves.	Length of spillway.	Remarks.
1	308.30 chains west lock 1	4	2 ft. 6 in. × 3 ft	33 ft. less ten 1-foot posts.....	
2	Under approach, bridge 15	7	3 ft. × 2 ft	26 ft.....	
3	2.50 chains east lock 4	4	2 ft. × 2 ft	29 ft.....	
4	4.00 chains east lock 10	2	3 ft. × 3 ft ...	14 ft.....	
5	18.40 chains west lock 18	4	3 ft. 6 in. × 3 ft	28 ft. 6 in	
6	12.20 chains west lock 20	4	2 ft. × 2 ft. 6 in.	17 ft.....	
7	368.46 chains west lock 22	4	2 ft. × 2 ft. 6 in.	12 ft.....	
8	163.84 chains west lock 27	3	4 ft. × 3 ft	11 ft. less two 1-foot posts.....	
9	1,097.09 chains west lock 30	4	3 ft. × 2 ft. 6 in.	12 ft.....	
10	6.50 chains west lock 33	3	2 ft. 9 in. × 2 ft. 9 in.	17 ft. 7 in. less four 10-in. posts.	Bot. opening C. B+3.0.
11	20.00 chains west lock 33	3	2 ft. 9 in. × 2 ft. 9 in.	10 ft. less two 10-in. posts.....	
12	286.02 chains west lock 35	5	2 ft. × 2 ft. 6 in.	13 ft. 6 in	
13	2.50 chains west lock 36	2	5 ft. 6 in. × 2 ft. 6 in.	11 ft. 6 in	Bot. opening C. B.+4.92.
14	16.52 chains west lock 39	2	4 ft. × 2 ft. 6 in.	60 ft.....	
15	13.02 chains west lock 40	...	.....	12 ft.....	No gates; not in use.
16	10.64 chains west lock 41	4	2 ft. 6 in. × 2 ft. 2 in.	75 ft.....	
17	18.32 chains west lock 42	...	....	.....	Filled up; not in use.

TABLE SHOWING BRIDGES ON THE ERIE CANAL, WITH THEIR LOCATION, SPAN AND STYLE OF SUPERSTRUCTURE.

On level between locks 1 *and* 2 — 98.83 *chains.*

Number.	NAME.	LOCATION OF CENTER LINE. West of Lock 1.		Character of truss.	MEAN CLEAR SPAN.	
		Chains.	Links.		Feet.	Inches.
1	Water street, Albany	...	....	Whipple, cast-iron, arch	48	0
2	Lawrence street, Albany	11	58	Warren, wrought-iron, riveted, swing	109	4
3	Ferry street, Albany	16	73	Whipple, cast-iron, trapezoidal	111	4
4	Exchange street, Albany	53	62	Wrought-iron, riveted, arch	77	5
	Erie street, Albany	82	90	Suspension (foot)	....	.....
	On level between locks 2 *and* 3 — 419.60 *chains.*					
		West of Lock 2.				
5	Farm	47	67	Whipple, wooden	71	3
	Delaware and Hudson railroad	....	....	Wrought-iron, riveted, trapezoidal	....	.....
6	Road	114	14	Whipple, wooden	71	3
7	Menands road	134	63	Whipple, cast-iron, arch	78	1
8	Road	157	21	Whipple, wooden	82	0
9	Road	186	21	Whipple, combination	83	4
10	Street, West Troy	215	44	Whipple, combination	82	5
11	Spring street, West Troy	243	54	Whipple, combination	77	0
12	Middle street, West Troy	251	42	Trapezoidal, wrought-iron, riveted, foot	91	0
13	Mansion street, West Troy	260	97	Whipple, combination	82	10
14	Street, West Troy	269	2	Warren, wrought-iron, riveted	98	8
	United States arsenal road	290	00	Towne, wooden lattice, covered	....	.....
	United States arsenal road	302	00	Cast-iron pipe, arch	....	.....
15	Schenectady street, West Troy	312	57	Whipple, cast-iron, arch	90	11
16	Ferry street, West Troy	320	93	Whipple, cast-iron, arch	81	0
17	Central avenue, West Troy	339	03	Wrought-iron pipe, arch	84	6

18	Genesee street, West Troy	350	34	Whipple, cast-iron, arch	82	11
19	Change, West Troy	363	38	Wrought-iron pipe, arch	94	7
20	Union street, West Troy	365	69	Cast-iron pipe, arch	80	0
21	Auburn street, West Troy	379	99	Whipple, cast-iron, arch	81	4
	N. Y. C. and D. and H. railroads	401	21	Warren, wrought-iron, riveted	....	.....
22	Road and change	415	45	Whipple, trapezoidal	119	9

On level between locks 3 *and* 4—25.17 *chains.*

West of Lock 3.

	Delaware and Hudson railroad	22	67	Wrought-iron, riveted, triangular	....	.....

On level between locks 4 *and* 5—21.90 *chains.*

West of Lock 4.

23	Road	3	....	Towne, wooden lattice, covered	110	5

On level between locks 8 *and* 9—26.53 *chains.*

West of Lock 8.

24	Highland avenue, Cohoes	21	50	Whipple, cast-iron, arch	110	2

On level between locks 12 *and* 13—16.05 *chains.*

West of Lock 12.

25	Columbia avenue, Cohoes	8	....	Whipple, cast-iron, arch	110	10

On level between locks 13 *and* 14—17.09 *chains.*

West of Lock 13.

26	High street, Cohoes	8	....	Whipple, cast-iron, trapezoidal	110	0

On level between locks 15 *and* 16—15.20 *chains.*

West of Lock 15.

27	Vliet street, Cohoes	11	20	Whipple, cast-iron, trapezoidal	120	0

On level between locks 17 *and* 18—15.44 *chains.*

West of Lock 17.

28	Farm	11	44	Whipple, combination	99	6

TABLE SHOWING BRIDGES ON THE ERIE CANAL, WITH THEIR LOCATION, ETC. — (*Continued*).
On level between locks 18 *and* 19—708.42 *chains.*

Number.	NAME.	LOCATION OF CENTER LINE. West of Lock 18.		Character of truss.	MEAN CLEAR SPAN.	
		Chains.	Links.		Feet	Inches.
29	Road and change	14	00	Whipple, cast-iron, arch	80	4
	Private foot	20	30	Suspension	....	.....
30	Cement mill farm	57	22	Whipple, wooden	72	3
31	Fundy farm	128	28	Whipple, wooden	72	7
32	Farm	169	21	Whipple, wooden	70	6
33	Aqueduct road and change	218	8	Whipple, cast-iron, arch	72	2
34	Crescent road	244	30	Whipple, combination	86	4
	Private foot	250	67	Suspension	....	.....
	Noxon dry dock, private	251	6	Road draw	....	.....
	Private foot	274	80	Suspension	....	.....
	Private foot	303	80	Suspension	....	.....
	Private foot	315	30	Suspension	....	.....
35	Newton farm	340	21	Whipple, wooden	71	11
36	Wonderford farm	369	14	Whipple, wooden	71	7
37	Dunsback farm	432	46	Whipple, wooden	72	0
38	Clute road	512	10	Whipple, combination	88	8
39	Clute farm	521	17	Whipple, combination	70	2
40	Pearse farm	543	70	Whipple, wooden	70	10
41	Van Vranken farm	568	9	Whipple, combination	71	11
42	Whitehead dock road	598	59	Wrought-iron, pin connection	69	11
43	Clute farm	633	80	Whipple, combination	70	4
44	Pearse farm	642	27	Whipple, wooden	72	8
45	Van Vranken farm	658	55	Whipple, wooden	71	8
46	McDermott farm	693	57	Whipple, wooden	73	0

On level between locks 19 *and* 20—219.29 *chains.*

West of Lock 19.

47	Vischer's Ferry road	69	70	Whipple, combination	74	0

On level between locks 20 *and* 21—257.90 *chains.*

West of Lock 20.

48	Funda's basin road	108	92	Whipple, combination	72	8
49	Towpath bridge over feeder	255	30	Whipple, wooden	44	0

On level between locks 21 *and* 22—14.01 *chains.*

West of Lock 21.

	Private road (over slip)	9	46	Wooden	25	0
50	Road and change, Rexford Flats	12	24	Wrought iron, riveted, arch	93	2

On level between locks 22 *and* 23—553.43 *chains.*

West of Lock 22.

51	Aqueduct road	24	47	Whipple, combination	72	5
52	Vedder farm	143	4	Whipple, combination	72	3
53	Cunningham farm	161	80	Whipple, combination	71	0
	D. and H. railroad	214	00	Wrought-iron, riveted, lattice	...	.....
54	Freeman road	230	28	Whipple, combination	72	9
55	Road	265	00	Whipple wooden	79	3
	Front street, Schenectady	284	49	Wrought-iron, riveted, triangular, swing	124	0
56	Jefferson street, Schenectady	305	2	Whipple, combination	80	8
57	Green street, Schenectady	311	56	Whipple, cast-iron, arch	91	4
	N. Y. C. railroad	319	10	Wrought-iron, riveted, lattice	....	.....
58	Union street, Schenectady	323	98	Whipple, cast-iron, arch	90	0
59	Liberty street, Schenectady	331	46	Wrought-iron, riveted, arch	80	6
60	State street, Schenectady	337	72	Wrought-iron, riveted, trapezoidal	73	6
61	Church street, Schenectady	354	24	Whipple, combination	72	0
62	Rotterdam street, Schenectady	366	7	Whipple, combination	77	9
63	Navarine Bay farm	504	50	Whipple, combination	69	10

TABLE SHOWING BRIDGES ON THE ERIE CANAL, WITH THEIR LOCATION, ETC.— (*Continued*).

On level between locks 23 *and* 24 — 63.07 *chains.*

Number.	NAME.	LOCATION OF CENTER LINE. West of Lock 23		Character of truss.	MEAN CLEAR SPAN.	
		Chains.	Links.		Feet.	Inches.
64	Schermerhorn farm	9	1	Wrought-iron, arch	70	9
	On level between locks 24 *and* 25 — 303.87 *chains.*					
	West of Lock 24.					
65	Becker's road	49	83	Whipple, combination	79	0
66	Van Slyke road	99	38	Whipple, combination	81	7
	Private farm	126	50	Whipple, wooden	82	6
67	Crawford road	181	54	Whipple, combination	77	6
68	Farm	218	15	Whipple, combination	70	4
69	Bradt's farm	294	47	Whipple, wooden	71	6
	Fitchburg railroad	....	....	Wrought-iron, riveted, trapezoidal	....	.....
	On level between locks 25 *and* 26 — 510.59 *chains.*					
	West of Lock 25.					
70	Clute farm	9	38	Whipple, combination	71	5
71	Turnbull farm	40	38	Whipple, combination	70	11
72	Farm	74	89	Whipple, wooden	70	3
73	Road	117	58	Warren, wrought-iron, riveted	78	4
74	Patterson road	185	89	Whipple, combination	71	0
	Private farm	365	3	Whipple, wooden	89	0
75	French farm	398	64	Whipple, combination	72	10
76	Farm	460	10	Whipple, wooden	75	3

On level between locks 26 *and* 27 — 16.08 *chains.*

West of Lock 26.

77	Phillips farm	12	67	Whipple, combination	86	10	

On level between locks 27 *and* 28 — 417.16 *chains.*

West of Lock 27.

78	River street, Port Jackson	203	20	Whipple, cast-iron, arch	72	8	
79	Bridge street, Port Jackson	211	32	Whipple, cast-iron, arch	75	5	

On level between locks 28 *and* 29 — 157.20 *chains.*

West of Lock 28.

80	Voorhees farm	138	11	Whipple, wooden	70	9	

On level between locks 29 *and* 30 — 50.60 *chains.*

West of Lock 29.

81	Farm	30	11	Whipple, wooden	83	10	
82	Fort Hunter road	49	81	Whipple, cast-iron, arch	97	4	

On level between locks 30 *and* 31 — 1,108.34 *chains*

West of Lock 30.

83	Hudson farm	51	75	Whipple, wooden	71	2	
84	Auriesville road	123	44	Whipple, wooden	82	10	
85	Auriesville farm	152	39	Whipple, wooden	83	7	
86	Voorhees farm	181	20	Whipple, wooden	71	0	
87	Coon farm	219	80	Whipple, wooden	86	5	
88	Quackenbush farm	253	48	Whipple, wooden	69	4	
89	County house road	280	71	Wrought-iron, riveted, trapezoidal	81	0	
90	Vrooman farm	306	17	Whipple, wooden	70	0	
91	Sandy Hill road	345	12	Whipple, combination	68	0	
92	Canal street, Fultonville	393	70	Wrought-iron, riveted, trapezoidal	70	7	
	Dry dock (road)	398	11	Wooden (on berme)	24	6	
93	Main street, Fultonville	412	02	Whipple, cast-iron, arch	72	8	
94	Steam mill, Fultonville	421	07	Whipple, cast-iron, arch	75	9	
95	Snyder farm	482	77	Whipple, wooden	71	4	

TABLE SHOWING BRIDGES ON THE ERIE CANAL, WITH THEIR LOCATION, ETC.— (*Continued*).

On level between locks 30 *and* 31 — 1,108.34 *chains.*

Number.	NAME.	LOCATION OF CENTER LINE. West of Lock 30		Character of truss.	MEAN CLEAR SPAN.	
		Chains.	Links.		Feet.	Inches.
96	Sturm farm	538	53	Whipple, wooden	71	11
97	Printy farm	612	63	Whipple, wooden	71	0
98	Yates farm	737	00	Whipple, wooden	71	4
99	Downing farm	83	63	Whipple, wooden	71	3
100	M. Yates farm	828	13	Whipple, wooden	71	0
101	A. Yates farm	928	63	Whipple, wooden	71	0
	Downing road	941	15	Wrought-iron, rivet and pin, trapezoidal	93	0
	Downing road	1,023	15	Wrought-iron, rivet and pin, trapezoidal	101	6
102	Mitchell farm	1,079	20	Whipple, wooden	70	0

On level between locks 31 *and* 32 — 505.62 *chains,*

		West of Lock 31.				
103	Sprakers road	5	9	Whipple, wooden	70	0
104	Ferry street, Sprakers	17	64	Whipple, cast-iron arch	70	2
105	Van Every farm	49	14	Whipple, wooden	71	8
106	Kelley farm	82	78	Whipple, wooden	70	8
107	A. Van Alstine farm	142	44	Whipple, wooden	70	9
108	L. Van Alstyne farm	205	77	Whipple, wooden	71	4
109	Bullock farm	241	87	Whipple, wooden	69	8
110	Canajoharie, street	259	92	Whipple, cast-iron arch	82	1
	Private foot	285	50	Suspension	....	.....
111	Allen farm	314	26	Whipple, wooden	71	0

112	Wagner farm	370	46	Whipple, wooden	70	2
113	Nellis farm	475	54	Whipple, wooden	72	3
	West Shore railroad	....	....	Wrought-iron pin, trapezoidal	....	.....

On level between locks 32 *and* 33 — 408.77 *chains*

West of Lock 32.

114	Morell farm	10	95	Whipple, wooden	71	1
	Lift bridge, Main street	22	62	Wrought-iron, riveted, trapezoidal truss	97	10
115	Foot, Fort Plain	22	95	Suspension	147	0
116	River street, Fort Plain	28	21	Cast-iron pipe arch	71	8
117	Clark farm	59	64	Whipple, wooden	71	11
118	Lipe farm	89	99	Whipple, wooden	70	7
	West Shore railroad	....	....	Wrought-iron, pin, trapezoidal	....	.....
	Private farm	242	65	Whipple, wooden	....	.....
119	Smith farm	337	28	Whipple, wooden	71	10

On level between locks 33 *and* 34 — 205.63 *chains.*

West of Lock 33.

120	Powell farm	23	79	Whipple, wooden	71	7
121	Cox road	66	3	Whipple, combination	82	5
122	Abandoned road	175	83		....	.....
123	Crounse farm	196	10	Whipple, wooden	71	4

On level between locks 34 *and* 35 — 254.23 *chains.*

West of Lock 34.

124	Mindenville road	8	19	Whipple, combination	72	5
125	Brazee farm	45	50	Whipple, combination	85	1
126	Snell farm	71	69	Whipple, combination	71	2
127	East creek landing, road	94	17	Whipple, combination	71	0
128	Smith farm	128	45	Whipple, wooden	71	9
129	Van Alstine farm	174	8	Whipple, wooden	71	9
130	Jones farm	217	51	Whipple, combination	70	7
131	Green farm	241	53	Whipple, combination	70	0

TABLE SHOWING BRIDGES ON THE ERIE CANAL, WITH THEIR LOCATION, ETC.— (*Continued*).

On level between locks 35 *and* 36 — 349.20 *chains.*

Number.	NAME.	LOCATION OF CENTER LINE. West of Lock 35		Character of truss.	MEAN CLEAR SPAN.	
		Chains.	Links.		Feet.	Inches.
132	Fox farm	34	98	Whipple, combination	70	0
133	Kintzinger farm	71	24	Whipple, wooden	72	4
	Private farm	....	....	Whipple, wooden	....	.....
134	Herkimer farm	216	58	Whipple, combination	72	1
135	Fink's basin road	290	56	Whipple, combination	73	3
	On level between locks 38 *and* 39 — 17.35 *chains.*					
		West of Lock 38.				
136	German street, Little Falls	7	88	Cast-iron pipe arch	73	2
	On level between locks 39 *and* 40 — 220.82 *chains.*					
		West of Lock 39.				
137	Moyer road	6	16	Whipple, combination	77	6
	Street, Little Falls	....	....	Wrought-iron riveted lattice	....	.....
138	R. Casler farm	97	46	Whipple, wooden	73	0
139	H. Casler farm	178	39	Whipple, wooden	72	1
	On level between locks 40 *and* 41 — 211.11 *chains.*					
		West of Lock 40.				
	Rankin foot	48	68	Suspension	....	.....
140	Snells farm	73	5	Whipple, combination	72	5
141	Staurings farm	124	83	Whipple, wooden	71	9
142	Steele farm	160	53	Whipple, wooden	70	6
143	Edicks farm	197	36	Whipple, wooden	71	10

On level between locks 41 *and* 42 — 228.99 *chains.*

West of Lock 41.

144	Palmer farm	30	13	Whipple, combination	71	1
	Fisher foot	46	75	Suspension	....	.....
145	Lower Herkimer road	109	25	Wrought-iron riveted, arch	70	1
	Cristman foot	130	5	Suspension	...	.....
146	Upper Herkimer road	181	16	Whipple cast-iron, arch	78	7
	West Shore railroad	....	....	Wrought-iron pin trapezoidal	....	.....
147	Casey road	223	26	Whipple, combination	76	4

On level between locks 43 *and* 44 — 216.16 *chains.*

West of Lock 43.

148	Myers farm	31	24	Whipple, combination	76	3
149	Gas-house road	67	83	Whipple, wooden	71	8
150	East Ilion road	87	32	Cooper, wrought-iron, arch	72	2
151	Ilion street	108	9	Mosely, wrought-iron, arch	72	0
152	Loudon farm	150	61	Whipple, combination	71	6
153	East Frankfort road	186	36	Wrought-iron riveted, trapezoidal	116	5
154	McGowan road	197	46	Whipple, cast-iron arch	74	3

On level between locks 44 *and* 45 — 98.62 *chains.*

West of Lock 44.

155	Richardson and Burton farms	11	46	Whipple, combination	72	0
	Private foot	....	....	Wooden	....	.....
156	Palmer's grove road	45	75	Whipple, combination	75	4
157	Ethridge road	77	29	Whipple, wooden	71	10
158	Frankfort road	91	63	Whipple, combination	78	4

On level between locks 45 *and east line of Oneida county* — 537.67 *chains.*

West of Lock 45.

159	Madison street, Frankfort	6	80	Whipple, cast-iron, arch	72	4
160	Davis farm	37	28	Whipple, wooden	72	0

TABLE SHOWING BRIDGES ON THE ERIE CANAL, WITH THEIR LOCATION, ETC.— (*Continued*).
On level between locks 45 *and east line of Oneida county* — 505.62 *chains* — (Continued).

Number.	NAME.	LOCATION OF CENTER LINE. West of Lock 45		Character of truss.	MEAN CLEAR SPAN.	
		Chains	Links.		Feet.	Inches.
161	Remington road	74	55	Whipple, combination	74	2
162	Bridenbecker road	96	28	Whipple, wooden	70	6
163	Thomas farm	139	28	Whipple, wooden	71	3
164	Van Buren farm	187	5	Whipple, wooden	69	10
165	Sterling farm	217	83	Whipple, wooden	70	0
166	Robinson farm	296	73	Whipple, wooden	70	7
167	Kensley farm	328	8	Whipple, wooden	71	1
168	Hulson farm	363	90	Whipple, combination	72	0
169	Four-mile grocery farm	387	6	Whipple, wooden	70	4
	Hardiman foot	415	30	Suspension	....	.....
170	Morris road	442	2	Whipple, combination	72	6
	West Shore railroad	....	....	Wrought-iron pin, trapezoidal	....	.....
171	Ferguson road	466	53	Whipple, wooden	72	5
172	Hadd farm	495	68	Whipple, wooden	71	8

Bridges Over Side-cuts at West Troy.

Number.	DESCRIPTION.	Character of truss.	Mean Clear Span.	
			Feet.	Inches.
1	Street, over lower side-cut	Cast-iron pipe, trapezoidal	45	4
2	Street, over upper side-cut	Whipple, cast-iron, arch	100	0
3	Tow-path bridge across lower basin	Iron plate, swing	45	0
4	Tow-path bridge across upper basin	Iron plate, swing	60	8
5	Union street, across lower basin	Whipple, wooden	43	0

Bridges Over Rocky Rift Feeder.

1	Tow-path at entrance	Wooden, stringers	26	7
2	Farm	Whipple, wooden	28	2
3	Farm	Whipple, wooden	29	0
4	Farm	Whipple, wooden	28	1
5	Farm	Whipple, wooden	27	6
6	Farm	Whipple, wooden	29	3
7	Farm	Whipple, wooden	30	2
8	Farm	Wooden stringers	29	10
9	Farm	Whipple, wooden	27	0
10	Farm	Whipple, wooden	29	10
11	Farm	Whipple, wooden	29	7

Bridge Over Moyer Creek, Frankfort.

1	Moyer creek, road	Wrought-iron, riveted, lattice	34	10

CONNER

The above bridges may be summarized as follows:

Road or street	92
Farm	99
Road and change	4
Change (only)	1
Tow-path	4
Foot	13
Railroad	10
Abandoned	1
Total	224

Of which only those bearing numbers are owned and maintained by the State of New York.

TABLE SHOWING BRIDGES ON THE CHAMPLAIN CANAL, WITH THEIR LOCATION, SPAN AND STYLE OF SUPERSTRUCTURE.

Between the junction and lock 1.

Number.	NAME.	Location of center line. Ft. So'th of L. 1	Character of truss.	Mean Clear Span. Feet.	Inches.
1	Change	7,266	Wrought-iron, arch	122	10
2	Road	5,621	Wrought-iron, riveted, trapezoidal	98	6
	Road to Green Island	91	Whipple, cast-iron, arch	79	6
	On level between locks 2 *and* 3.				
		Feet North of Lock 2.			
3	Street, Cohoes	1,384	Wrought-iron, riveted, arch	70	0
4	Ship street Cohoes	1,894	Wrought-iron, riveted, trapezoidal	....	.....
	Cedar street foot, Cohoes	2,406	Whipple, wooden	....	.....
5	Ontario street, Cohoes	3,936	Whipple, cast-iron, arch	66	0
	On level between locks 3 *and* 4.				
	Over Mohawk river	.....	Wrought-iron, riveted, trapezoidal. (Consists of four spans 142 feet and one span 137 feet and six inches	....	.....
	On level between locks 4 *and* 5.				
		Feet North of Lock 4.			
1	Road and change	753	Whipple, wooden	50	0
2	Farm	2,165	Whipple, combination	57	2
3	Sawmill road, Waterford	4,785	Whipple, wooden	50	5
3½	Tow-path over Waterford side-cut	5,881	.....	....	.....
4	Broad street, Waterford	6,294	Iron	71	6
5	Division street, Waterford	6,669	Whipple, wooden	66	0

TABLE SHOWING BRIDGES ON THE CHAMPLAIN CANAL, ETC. — (*Continued*).

On level between locks 6 *and* 7.

Number.	NAME.	Location of center line. Ft. N'th of L. 6.	Character of truss.	Mean Clear Span. Feet.	Inches.
6	Farm	1,501	Whipple, combination	64	0
7	Farm	3,790	Whipple, wooden	61	11
8	Farm	5,762	Whipple, wooden	53	8
9	Farm	6,756	Whipple, wooden	58	0
10	Farm	7,812	Whipple, wooden	55	4
11	Farm	10,126	Whipple, wooden	53	2
12	Farm	11,651	Whipple, wooden	58	0
13	Farm	14,337	Whipple, wooden	52	4
	On level between locks 7 *and* 8.				
		Feet North of Lock 7.			
14	Farm	2,028	Whipple, wooden	57	0
15	Farm	3,686	Whipple, wooden	58	6
16	Farm	7,015	Whipple, wooden	66	3
	On level between locks 8 *and* 9.				
		Feet North of Lock 8.			
17	Road	7,656	Whipple, wooden	51	7
18	Road	10,449	Whipple, wooden	59	3
19	Road	11,501	Whipple, wooden	51	3
	Delaware & Hudson Canal Co.'s R. R.	12,310	Wrought-iron, riveted, trapezoidal	....	.....
20	Railroad street Mechanicsville	12,941	Wrought-iron, riveted, trapezoidal lift	....	.....
21	Road	14,371	Whipple, wooden	50	2
22	Road	14,922	Whipple, wooden	54	8
	Pulp mill, side track	16,226	Wrought-iron, riveted, trapezoidal lift	....	.....
23	Farm	16,935	Whipple, wooden	60	0

24	Farm	19,360	Whipple, wooden	58	10
	Fitchburg railroad	20,734	Wrought-iron, pin trapezoidal	....	.....
25		21,602	Whipple, wooden	66	5

On level between locks 9 *and* 10.

Feet North of Lock 9.

26	Farm	1,652	Whipple, wooden	50	2
27	Road	2,751	Whipple, wooden	54	8
28	Road	4,020	Whipple, wooden	61	5
29	Farm	5,179	Whipple, wooden	57	10
30	Road	5,914	Whipple, wooden	65	10
31	Road	7,408	Whipple, combination	50	7
	Foot	10,011	Whipple, wooden	....	.....
32	Road	10,342	Whipple, wooden	55	9
33	Road	17,015	Whipple, wooden	60	9
34	Farm	18,308	Whipple, wooden	57	1
35	Farm	20,258	Whipple, wooden	61	0
36	Farm	21,423	Whipple, wooden	62	3
37	Road	22,383	Whipple, combination	70	6
38	Road	24,562	Whipple, combination	69	3
39	Farm	26,133	Whipple, wooden	53	6
40	Farm	27,562	Whipple, wooden	58	1
41	Farm	30,865	Whipple, wooden	50	6
42	Farm	32,756	Whipple, wooden	62	9
43	Farm	33,735	Whipple, wooden	61	10
44	Wilbur's basin, road	34,950	Whipple, wooden	57	9
45	Farm	36,834	Whipple, wooden	61	11
46	Farm	38,584	Whipple, wooden	56	0
47	Farm	39,718	Whipple, wooden	60	10
48	Farm	42,735	Whipple, wooden	58	11
49	Farm	43,871	Whipple, wooden	62	5
50	Farm	46,231	Whipple, wooden	64	2

TABLE SHOWING BRIDGES ON THE CHAMPLAIN CANAL, ETC. — (*Continued*).

On level between locks 9 *and* 10 — (Continued).

Number.	NAME.	Location of center line. Ft. N'th of L. 9.	Character of truss.	Mean Clear Span. Feet.	Inches.
51	Salisbury's road	47,738	Whipple, wooden	64	0
52	Farm	51,913	Whipple, wooden	55	5
53	Farm	54,491	Whipple, wooden	48	8
	Costello's foot	56,515	Whipple, wooden	....	.....
54	Farm	57,675	Whipple, wooden	64	2
	Broder's foot	58,622	Whipple, wooden	....	.....
55	Farm	59,701	Whipple, wooden	50	8
56	Farm	60,883	Whipple, wooden	69	2
57	Farm	65,538	Whipple, wooden	54	4
58	Farm	67,009	Whipple, wooden	52	2
59	Farm	70,854	Whipple, wooden	50	0
60	Farm	74,694	Whipple, wooden	65	0
61	Street, Schuylerville	75,732	Whipple, cast-iron, arch	71	5
62	Street, Schuylerville	76,598	Wrought-iron, arch	84	2
63	Farm	81,484	Whipple, wooden	74	11
64	Farm	83,710	Whipple, combination	63	6
65	Change	84,751	Whipple, wooden	65	10

On level between locks 10 *and* 11.

		Feet North of Lock 10.			
	Northumberland bridge over the Hudson river	.....	.....	....	.....
66	Thompson's mill road	3,293	Whipple, wooden	72	9

On level between locks 11 *and* 12.

		Feet North of Lock 11.			
67	Farm	2,560	Whipple, wooden	65	11
68	Farm	4,898	Whipple, wooden	57	7
69	Farm	6,378	Whipple, wooden	62	9

On level between locks 12 *and* 13.

		Feet North of Lock 12.			
70	Farm	809	Whipple, wooden	59	0
71	Road	1,648	Whipple, wooden	56	7
72	Farm	3,691	Whipple, wooden	55	10
73	Fort Miller, change	4,676	Whipple, wooden	57	4
74	Road	5,479	Whipple, wooden	54	2

On level between locks 13 *and* 14.

		Feet North of Lock 13.			
75	Road and change	912	Wrought-iron, arch	58	0
76	Farm	3,223	Whipple, wooden	50	10
77	Farm	4,969	Whipple, wooden	56	4
78	Farm	6,792	Whipple, wooden	56	0
79	Farm	8,557	Whipple, wooden	55	2
80	Farm	9,597	Whipple, wooden	48	0
81	Road	10,351	Whipple, wooden	56	0
82	Road	12,502	Whipple, wooden	60	0
	Moses Kill, foot	12,811	Whipple, wooden	....	.....

On level between locks 14 *and* 15.

		Feet North of Lock 14.			
83	Road	957	Whipple, combination	70	0
84	Road	2,364	Whipple, wooden	62	3
85	Farm	5,457	Whipple, wooden	59	6
86	Road	6,454	Whipple, wooden	56	1

TABLE SHOWING BRIDGES ON THE CHAMPLAIN CANAL, ETC.— (*Continued*).

On level between locks 14 *and* 15—(Continued).

Number.	NAME.	Location of center line. Ft. N'th of L. 14	Character of truss.	Mean Clear Span. Feet.	Inches.
	Satterlee's foot	7,204	Whipple, wooden	....	.....
87	Farm	8,178	Whipple, wooden	61	9
88	Road	11,042	Whipple, combination	68	0
89	Road	11,996	Whipple, wooden	62	0
90	Road	12,494	Whipple, wooden	55	3
91	Farm	13,715	Whipple, wooden	58	1
92	Farm	15,179	Whipple, wooden	57	0
93	Farm	16,095	Whipple, wooden	50	0
94	Farm	17,503	Whipple, wooden	56	2
95	Farm	18,784	Whipple, wooden	55	2
96	Road	24,122	Whipple, combination	80	4
97	Fort Edward road and change	25,917	Wrought-iron, pin, arch	78	7
98	Notre Dame street, Fort Edward	27,370	Wrought-iron, pin, arch	79	7
	D. & H. R. R. main line	27,903	Wrought-iron, riveted, trapezoidal	....	.....
99	East street, Fort Edward	28,631	Whipple, cast-iron, arch	59	5
	D. & H. R. R., G. F. branch	29,130	Wrought-iron plate girder	....	....
	On level between locks 15 *and* 16.				
		Feet North of Lock 15.			
100	Road	1,417	Whipple, wooden	76	8
	Foot	2,427	Suspension	80	0
101	Change	10,655	Wrought-iron, arch	79	8
102	Farm	12,935	Whipple, wooden	50	9
103	Dunham's road	16,657	Whipple, combination	57	4

104	Road	33,153	Whipple, wooden	52	1
105	Farm	34,281	Whipple, wooden	52	0
106	Smith's Basin road	40,867	Whipple, combination	57	6
107	Road	43,113	Whipple, wooden	56	0
108	Farm	45,870	Whipple, wooden	63	0
109	Farm	47,271	Whipple, wooden	57	10
110	Farm	48,308	Whipple, wooden	57	3
111	Road	50,995	Whipple, wooden	52	4
112	Road	53,179	Whipple, wooden	52	4
113	Farm	55,810	Whipple, wooden	56	2
114	Farm	58,146	Whipple, wooden	56	3
115	Farm	59,048	Whipple, wooden	52	4
	Foot	61,495		78	0

On level between locks 17 *and* 18.

Feet North of Lock 17.

116	Road, Fort Ann	173	Wrought-iron, riveted, trapezoidal	78	6

On level between locks 18 *and* 19.

Feet North of Lock 18.

	Delaware and Hudson railroad	322	Wrought-iron, riveted, trapezoidal	....	.....
117	Change	666	Whipple, combination	66	4
118	Farm	1,558	Whipple, wooden	61	5
119	Farm	8,295	Whipple, wooden	58	6
	Dewey's road (private)	13,405	Wrought-iron, pin, trapezoidal	....	.....

On level between locks 19 *and* 20.

Feet North of Lock 19.

120	Tow-path	1,712		34	0
121	Road	4,635	Wrought-iron, arch	72	10
	Private road	9,356	Town, wooden, covered	69	0
122	Farm	13,825	Whipple, wooden	72	0

TABLE SHOWING BRIDGES ON CHAMPLAIN CANAL, ETC. — (*Continued*).

On level between locks 20 *and* 21.

Number.	NAME.	Location of center line. Ft. N'th of L. 20	Character of truss.	Mean Clear Span. Feet.	Inches.
123	Change	56	Whipple, wooden	57	2
124	Road	765	Whipple, wooden	62	2
125	Farm	1,953	Whipple, wooden	64	2
	Delaware and Hudson railroad	2,305	Wrought-iron, riveted, trapezoidal	132	0
126	Farm	3,582	Whipple, wooden	56	3
127	Farm	4,750	Whipple, wooden	63	3
128	Road	7,790	Wrought-iron, rivet and pin, arch	67	7
129	Farm	10,463	Whipple, wooden	67	6
130	Farm	11,171	Whipple, wooden	66	9
131	Abandoned abutment	14,077	.....	.....	.....
132	Farm	15,215	Whipple, wooden	62	7
133	Farm	17,582	Whipple, wooden	57	10
134	Abandoned bents (private)	18,615	.....	.....	.....
135	Farm	22,035	Whipple, wooden	62	11
	Delaware and Hudson railroad	23,118	Wrought-iron, riveted, trapezoidal	96	6
136	Abandoned abutment	23,885	.....	.....	.....
	Del. & Hud. R. R., Rutland branch	25,753	Wrought-iron, riveted, trapezoidal	90	9
137	Road	26,295	Whipple, combination	68	6
	Horse bridge	27,700	Whipple, combination	102	4
138	Street, Whitehall	28,522	Wrought-iron, pin, arch	82	2
139	Foot, Whitehall	28,912	Wrought-iron, riveted, trapezoidal	57	9
		Over lock 23.			
		Feet South of L. H. Q.			
140	Street, Whitehall	81	Wrought-iron, pin, arch	93	0

List of Bench Marks on Eastern Division, New York State Canals.

[T. W.= Mean low water in Hudson river at Albany, as established by the United States Engineering Corps in 1873. Canal bottom is taken as elevation of lower miter-sill of upper lock on the several levels.]

No.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
1	On shelf at lower end of pier between locks at lock No. 1, marked ⊕ with chisel	.....	+ 9.486
2	Lower miter-sill, lock No. 1	+0.000	—7.443
3	The coping of lock No. 1	.....	.....
4	At station 53½, on tow-path abutment, Ferry street bridge on the north stone, lower course, marked ⊕ with chisel	"9.524	+17.240
5	At station 82¾, on tow-path tower of suspension foot bridge, on projection of south cross-sill, marked ⊕ with knife (destroyed)	....	.....
6	Lower miter-sill, lock No. 2 (at heel of S. W. gate, W. lock)	"0.000	" 7.716
7	At station O, on coping of lock No. 2, between ends of anchor of S. W. gate of W. lock, marked ⊕–BM with chisel	+18.000 lower level " 8.505 upper level	"25.716
8	At station 39, on N. end tow-path parapet of culvert, marked ⊕–BM with chisel	+ 7.288	"24.494
9	At station 97½, on N. end tow-path parapet of culvert, marked ⊕–BM with chisel	" 7.980	"25.191
10	At station 156, on S. E. corner of coping on retaining wall of bridge approach, marked ⊕ with chisel	"10.410	"27.621
11	At station 166, on N. E. corner tow-path parapet of culvert, marked ⊕ with chisel	" 8.543	"25.754
12	At station 189 on coping of retaining wall at S. end of tow-path parapet of culvert, marked ⊕–BM with chisel	" 8.066	"25.277
13	At station 217, on N. end of retaining wall to bridge approach, N. E. corner of coping, marked ⊕–BM with chisel	"10.406	"27.617

LIST OF BENCH MARKS — (*Continued*).

No.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
14	At station 243¾, N. E. corner N. wing of tow-path abutment on coping marked ⊕, and on face of coping BM, with chisel	+14.574	+ 31.785
15	At station 269, on coping of lock on "lower side cut," at anchor of N. W. gate, marked ⊕–BM with chisel	" 8.584	" 25.795
16	At station 290, on tow-path abutment of arsenal bridge at N. angle of main wall; top of lower course, marked ⊕ and (above) BM with chisel	"11.566	" 28.777
17	At station 320, on tow-path abutment of Ferry street bridge, S. E. corner of lower step of wing, marked ⊕ with chisel and (on face of stone) BM	"11.563	" 28.774
18	At station 365, on coping of N. wall, north lock of upper side-cut, N. W. corner of W. stone, marked ⊕–BM with chisel	" 9.257	" 26.468
19	At station 398½, on N. E. corner tow-path parapet of culvert, marked ⊕–BM with chisel	" 8.480	" 25.691
20	Lower miter-sill of lock No. 3, at heel of S. W. gate of W. lock	" 0.000	" 17.211
21	On coping of lock No. 3, between ends of anchor S. W. gate of W. lock, marked ⊕–BM with chisel	+20.260 lower level " 9.091 upper level	" 37.471
22	Lower miter-sill of lock No. 4 (at heel of S. W. gate, W. lock)	+0.000	" 28.380
23	On coping of lock No. 4, between ends of anchor S. W. gate, W. lock, marked ⊕–BM with chisel	"20.220 lower level " 8.840 upper level	" 48.600
24	Lower miter-sill, lock No. 5, at heel of S. E. gate, E. lock	+0.000	" 39.760
25	On coping of lock No. 5, between ends of anchor S. E. gate, E. lock, marked ⊕–BM with chisel	"19.630 lower level " 9.033 upper level	" 59.390
26	Lower miter-sill, lock No. 6, at heel of S. W. gate, W. lock	+0.000	" 50.357

27	On coping of lock No. 6, between ends of anchor, S. W. gate, W. lock, marked ⊕–BM with chisel	"19.000 lower level " 8.927 upper level	" 69.357
28	Lower miter-sill, lock No. 7, at heel of S. E. gate, E. lock	+0.000	" 60.430
29	On coping, lock No. 7, between ends of anchor, S. E. gate, E. lock, marked ⊕–BM with chisel	"18.580 lower level " 8.649 upper level	" 79.010
30	Lower miter-sill, lock No. 8, at heel of S. W. gate, W. lock	+0.000	" 70.361
31	On coping, lock No. 8, between ends of anchor, S. W. gate, W. lock, marked ⊕–BM with chisel	"18.885 lower level " 8.340 upper level	" 89.246
32	Lower miter-sill, lock No. 9, at heel of S. E. gate, E. lock	+0.000	" 80.906
33	On coping, lock No. 9, between ends of anchor, S. E. gate, E. lock, marked ⊕–BM with chisel	"18.500 lower level " 9.092 upper level	" 99.406
34	Lower miter-sill, lock No. 10, at heel of S. W. gate, W. lock	+0.000	" 90.314
35	On coping, lock No. 10, between ends of anchor, S. W. gate, lock W. marked ⊕–BM with chisel	"19.000 lower level " 8.638 upper level	" 109.314
36	Lower miter-sill, lock No. 11, at heel of S. W. gate, W. lock	+0.000	" 100.676
37	On coping, lock No. 11, between ends of anchor, S. W. gate, W. lock, marked ⊕–BM with chisel	"18.650 lower level " 9.029 upper level	" 119.326
38	Lower miter-sill, lock No. 12, at heel of S. W. gate, W. lock	+0.000	" 110.297
39	On coping, lock No. 12, between ends of anchor, S. W. gate, W. lock, marked ⊕–BM with chisel	"19.090 lower level " 9.194 upper level	" 129.387
40	Lower miter-sill, lock No. 13, at heel of S. E. gate, E. lock	+0.000	" 120.193
41	On coping, lock No. 13, between ends of anchor, S. E. gate, E. lock, marked ⊕–BM with chisel	"19.100 lower level " 8.745 upper level	" 139.293
42	Lower miter-sill, lock No. 14, at heel of S. E. gate, E. lock	+0.000	" 130.548
43	On coping, lock No. 14, between ends of anchor, S. E. gate, E. lock, marked ⊕–BM with chisel	"18.700 lower level " 8.668 upper level	" 149.248
44	Lower miter-sill, lock No. 15, at heel of S. E. gate, E. lock	+0.000	" 140.580
45	On coping, lock No. 15, between ends of anchor, S. E. gate, E. lock, marked ⊕–BM with chisel	"18.800 lower level " 8.967 upper level	" 159.380

LIST OF BENCH MARKS — (*Continued*).

No.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
46	Lower miter-sill, lock 16, at heel of S. E. gate, E. lock	+0.000	+150.413
47	On coping, lock No. 16, between ends of anchor, S. E. gate, E. lock, marked ⊕–BM with chisel	+18.920 lower level " 8.875 upper level	" 169.333
48	Lower miter-sill, lock No. 17, at heel of S. W. gate, W. lock	0.000	" 160.458
49	On coping, lock No. 17, between ends of anchor, S. W. gate, W. lock, marked ⊕–BM with chisel	"19.020 lower level " 8.733 upper level	" 179.478
50	Lower miter-sill, lock No. 18, at heel of S. W. gate, W. lock	0.000	" 170.745
51	On coping, lock No. 18, between ends of anchor, S. W. gate, W. lock, marked ⊕–BM with chisel	"19.040 lower level " 8.791 upper level	" 189.785
52	At station $18\frac{1}{4}$, on coping of south abutment of waste-weir on tow-path, marked ⊕–BM with chisel	+ 9.035	" 190.029
53	At station $57\frac{1}{2}$, on N. end berme abutment (wing) of bridge, marked ⊕–BM with chisel	" 10.156	" 191.150
54	At station $128\frac{1}{2}$, S. E. corner coping, N. wing berme abutment of farm bridge, marked ⊕–BM with chisel	" 15.526	" 196.520
55	At station $128\frac{1}{2}$, on N. end tow-path abutment of farm bridge, on projection of fifth stone from top at N. end of wing, marked ⊕ and on stone above BM with chisel	" 12.024	" 193.018
57	At station $168\frac{3}{4}$, on top of coping of S. wing, at end tow-path abutment of farm bridge, marked ⊕–BM with chisel	" 11.143	" 192.137
58	At station $169\frac{1}{4}$, on top of coping of N. wing, at end berme abutment of farm bridge, marked ⊕–BM with chisel	" 11.461	" 192.455
59	At station $220\frac{1}{4}$, on top of coping, S. W. corner S. E. wing of aqueduct, marked ⊕–BM with chisel	" 13.308	" 194.302

60	At station 238, on top of coping N. W. corner N. W. wing of aqueduct, marked ⊕–BM with chisel	" 13.189	" 194.183
61	At station 340, on projection on face of first stone under coping, east wing tow-path abutment, marked ⊕–BM with chisel	" 11.552	" 192.546
62	At station 340, at center of tow-path abutment, on face of sixth course under coping, marked BM–⊕ with chisel	" 10.176	" 191.170
64	At station 432½, on projection on sixth course below coping, near center tow-path abutment, marked BM–⊕ with chisel	" 9.949	" 190.943
65	At station 461, on rock at rear of tow-path, marked ⊕–BM	" 11.158	" 192.152
66	At station 512¼, on projection on sixth course below coping, near W. angle face of tow-path abutment (Clute's) road bridge, marked BM–⊕ with chisel	" 11.079	" 192.073
67	At station 521½, on face of E. wing tow-path abutment of first bridge W. of Clute's dry dock, end stone second course below coping, marked ⊕–BM with chisel	" 11.294	" 192.288
68	At station 543, on face of tow-path abutment, second bridge W. of Clute's dry-dock, sixth course below coping, near E. angle, marked BM–⊕ with chisel	" 10.900	" 191.894
69	At station 568, on face tow-path abutment, third bridge W. of Clute's dry-dock, fifth course below coping near W. angle, marked BM–⊕ with chisel	" 10.959	" 191.953
70	At station 598½, on face tow-path abutment, road bridge at Whitehead's dock, on sixth course below coping near center of abutment, marked BM–⊕ with chisel	" 9.529	" 190.523
71	At station 633¾, on face tow-path abutment of farm bridge, near center on projection of footing course sixth below coping, marked BM–⊕,	" 8.163	" 189.157
72	At station 658½, on face tow-path abutment of second bridge E. of lock 19, on projection on fifth course below coping near E. angle, marked ⊕–BM with chisel	9.710	" 190.704

LIST OF BENCH MARKS — (*Continued*).

No.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
73	At station 693¼, on top of E. corner, first stone under coping, E. wing of tow-path abutment of first bridge E. of lock 19, marked ⊕ (on top) BM (on face) with chisel	+11.753	+ 192.748
74	Lower miter-sill, lock No. 19, at heel of N. E. gate of S. lock (pier wall)	" 0.000	" 180.994
75	On coping lock No. 19, near ends of anchor N. E. gate, S. lock (pier wall), marked ⊕–BM with chisel	+17.22 lower level " 8.779 upper level	" 198.214
76	At station 70, on N. corner of coping, at end of W. wing of tow-path abutment, road bridge at Vischer's Ferry, marked (on top) ⊕ and (on face) ⊕–BM with chisel	+12.119	" 201.554
77	At station 140, on rock, cut on rock at rear of tow-path, marked BM⊕ with chisel	"10.713	" 200.148
79	Lower miter-sill, lock No. 20, at heel of N. E. gate, N. lock	" 0.000	" 189.435
80	On coping, lock No. 20, at ends of anchor, N. E. gate, N. lock, marked ⊕–BM with chisel	+18.660 lower level " 8.242 upper level	" 208.095
81	At station 108½, above lock No. 20, on top of coping at E. end of wing berme abutment, road bridge at Fonda's basin, marked ⊕ and (on face) BM with chisel	+12.710	" 212.563
82	Lower miter-sill, lock No. 21, at heel of S. E. gate, S. lock	" 0.000	" 199.853
83	On coping, lock No. 21, at ends of anchor, S. E. gate, S. lock, marked ⊕–BM with chisel	+19.720 lower level " 8.594 upper level	" 219.573
84	Lower miter-sill, lock No. 22, at heel of N. E. gate, N. lock	+0.000	" 210.979
85	On coping, lock No. 22, near ends of anchor, N. E. gate N. lock, marked ⊕–BM with chisel	" 20.180 lower level " 8.571 upper level	" 231.159

86	At station $6\frac{1}{2}$, on N. E. corner of coping on end of tow-path wing, N. end of upper Mohawk aqueduct, marked ⊕, and on face of stone BM with chisel	" 9.418	" 232.006
87	At station 16, on top dowel in coping, near end of parapet, tow-path wing, south end of aqueduct ⊕, and on stone near it ⊕–BM, with chisel	" 13.089	" 235.677
88	At station $24\frac{1}{4}$, on north wing of berme abutment of first road bridge west of aqueduct, top of coping marked ⊕, and on face of stone BM with chisel	" 12.928	" 235.516
89	At station 143, on face of tow-path abutment, Vedder's bridge, projection on lower course near W. angle, marked ⊕, and on stone above BM with chisel	" 8.556	" 231.144
90	At station $161\frac{3}{4}$, on face of tow-path abutment of farm bridge near center projection of sixth course under coping, marked BM–⊕ with chisel	" 10.673	" 233.261
91	Station 210, on face of tow-path abutment of R. R. bridge, on stone near W. end, about $2\frac{1}{2}$ in. above joint, marked BM–⊕ with chisel	" 11.031	" 233.619
92	Station $230\frac{1}{2}$, on top of coping on end of W. wing berme abutment road bridge, marked ⊕–BM (on top of coping) with chisel	" 10.208	" 232.796
93	Station 264, on top of coping on end of E. wing of tow-path abutment of road bridge, marked ⊕, and on face of stone BM, with chisel	" 11.783	" 234.371
94	Station 284, on top of coping on end of E. wing of berme abutment of Front street bridge, marked ⊕, and on face of stone BM, with chisel,	" 10.189	" 232.777
95	Station 311, on S. W. corner of coping of retaining wall E. of street bridge, marked ⊕, and on face of stone BM, with chisel	" 13.695	" 236.283
96	Station 337, on third step from bottom at E. end of tow-path abutment, State street bridge, marked ⊕, and on end of step BM, with chisel,	" 12.014	" 234.602
97	Station $368\frac{1}{2}$, on top of coping, S. W. corner of parapet of waste-weir, marked ⊕, and (on face) BM, with chisel	" 11.630	" 234.218

LIST OF BENCH MARKS — (*Continued*).

No.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
98	Station 504½, near center of face of tow-path abutment of bridge at Navanier's Bay, on projection of sixth course below coping, marked ⊕, and on stone above BM, with chisel	+ 9.324	+ 231.912
99	Lower miter-sill of lock No. 23, at heel of N. E. gate, N. lock	" 0.000	" 222.588
100	On top of coping, lock No. 23, at end of anchor N. E. gate, N. lock, marked ⊕–BM with chisel	+16.900 lower level " 8.582 upper level	" 239.488
101	Station 9, on face of tow-path abutment of farm bridge, near W. angle on projection of sixth course below coping, marked ⊕, and on stone above BM, with chisel	+ 9.115	" 240.021
102	Lower miter-sill of lock No. 24, at heel of N. E. gate, N. lock	" 0.000	" 230.906
103	On coping of lock No. 24, at end of anchor, N. E. gate, N. lock, marked ⊕–BM with chisel	"16.860 lower level " 8.669 upper level	" 247.766
104	Station 49¾, on face of tow-path abutment of road bridge on projection on course below coping, marked ⊕, and on stone above BM, with chisel	+ 11.537	" 250.634
105	Station 99¼, on face of tow-path abutment of farm bridge, on projection on sixth course below coping, near E. angle, marked BM– ⊕(on the stone) with chisel	" 10.020	" 249.117
106	Station 113+88, on E. end of Flat Stone creek aqueduct, tow-path side abutment, 6 in. east of junction of wing and straight wall at foot of parapet, marked ⊕, and (on face of coping of parapet above it) BM, with chisel	" 9.203	" 248.300
107	Station 181½, near center of face of tow-path abutment of road bridge, on projection of sixth course below coping, marked BM–⊕ with chisel	" 11.372	" 250.469

108	Station 218, near W. angle face of tow-path abutment of farm bridge, on projection of seventh course below coping, marked ⊕, and on stone above BM, with chisel	" 10.597	" 249.694
109	Station 294½, at center of face of tow-path abutment, first bridge below lock No. 25, on projection of footing course (seventh below coping), marked ⊕, and on stone above BM, with chisel	" 8.873	" 247.972
		" 0.000	" 239.097
110	Lower miter-sill of lock No. 25, at heel of N. E. gate, N. lock, marked ⊕.		
111	On coping of lock 25, at end of anchor, N. E. gate, N. lock, marked ⊕-BM with chisel	"16.655 lower level " 8.949 upper level	" 255.762
112	Station 40½, on corner of coping, end of W. wing tow-path abutment of farm bridge, marked ⊕ (on top) and BM (on face) with chisel	+ 11.531	" 258.344
113	Station 74, on face tow-path abutment farm bridge (near W. angle), on projection of fourth course below coping, marked ⊕, and on stone above BM with chisel	"12.321	" 259.134
114	Station 118, on coping, end of W. wing berme abutment of road bridge marked ⊕-BM with chisel	"11.530	" 258.343
115	Station 171, on coping of parapet Sansai Kill aqueduct, at E. angle (junction of wing with straight wall), marked ⊕ BM with chisel	"12.650	" 259.463
116	Station 253+80, on small granite boulder, rear of tow-path (is about fifty feet east of line of stone fence between orchard and corn-field on hill across canal), marked ⊕-BM with chisel	" 8.386	" 255.199
117	Station 285½, on flat, white rock at N. angle of tow-path, opposite the middle of the bay, below lower end of rock bluff on berme, marked ⊕ BM with chisel	" 8.747	" 255.560
118	Station 347, on flat sand stone at rear tow-path and at west end of first course below Swarts' bridge, marked ⊕ BM with chisel	" 8.223	" 255.036
119	Station 360¾, on parapet of culvert (berme side) of N. W. corner of coping, marked ⊕ BM with chisel	" 1.240	" 248.053
120	Station 398½, on top of stone under coping, on E. wing of tow-path abutment of Klein's bridge, marked ⊕ (on face) and BM with chisel	"12.485	" 259.298

LIST OF BENCH MARKS — (*Continued*).

No.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
121	Station 460, on coping E. wing tow-path abutment of farm bridge, marked ⊕, and on face BM, with chisel	+12.492	+259.305
122	Lower miter-sill, lock No. 26, at heel of N. E. gate, N. lock, marked ⊕BM,	" 0.000	" 246.813
123	On coping, lock No. 26, at end of anchor, N. E. gate, N. lock, marked ⊕–BM with chisel	+16.870 lower level " 8.505 upper level	" 263.683
124	Lower miter-sill, lock No. 27, at heel of N. E. gate, N. lock	+0.000	" 255.178
125	On coping of lock No. 27, at end of anchor, N. E. gate, N. lock, marked ⊕–BM with chisel	" 16.430 lower level " 8.544 upper level	" 271.608
126	Station 61½, on retaining wall over berme end of culvert, 5 in. west of center line, marked ⊕ with chisel	+ 3.379	" 266.543
127	Station 96½, on tow-path end of culvert at top of sloping coping, at E. corner of second stone from E. side, marked ⊕–BM with chisel	" 2.109	" 265.273
128	Station 163¾, on coping of waste-weir (near N. W. corner of top of E. wall, marked ⊕–BM with chisel	" 8.723	" 271.887
129	Station 203½, on top of lower step at W. end tow-path abutment of street bridge (east bridge at Port Jackson), marked ⊕–BM with chisel	" 16.281	" 279.445
130	Station 225¼, on top of coping at center pier of Port Jackson creek culvert (T. P. side), marked ⊕, and (on slope) BM, with chisel	" 0.344	" 263.508
131	Lower miter-sill, lock No. 28, at heel of S. E. gate, S. lock, marked ⊕BM,	" 0.000	" 263.164
132	On top of coping, lock No. 28, at end of anchor, S. E. gate, S. lock, marked ⊕–BM with chisel	+16.870 lower level " 9.147 upper level	" 280.034
133	Station 85¾, at E. end of tow-path abutment, farm bridge, on top of 3d stone above ground, marked ⊕, and (on face) BM, with chisel	+12.260	" 283.147
134	Station 138, on center face of tow-path abutment, farm bridge, on projection of 6th stone below coping, marked ⊕–BM with chisel	" 11.717	" 282.604

135	Lower miter-sill, lock No. 29, at heel of N. E. gate, N. lock	" 0.000	" 270.887
136	On coping lock No. 29, at end of anchor, N. E. gate, N. lock, marked ⊕-BM with chisel	+16.520 lower level " 9.121 upper level	" 287.407
137	Station 30 on face of tow-path abutment of farm bridge, on projection of 4th stone below coping, near E. angle, marked ⊕-BM with chisel	+ 12.491	" 290.777
138	Lower miter-sill, lock No. 30, at heel of N. E. gate, N. lock	" 0.000	" 278.286
139	On coping, lock No. 30, at end of anchor, N. E. gate, N. lock, marked	"19.370 lower level " 9.157 upper level	" 297.656
140	Station $18\frac{3}{4}$, at foot of parapet, at end of W. wing, tow-path side of Schoharie creek aqueduct, marked ⊕, and on parapet above BM, with chisel	+ 10.205	" 298.704
142	Station $123\frac{1}{2}$, top of lower step, W. wing, berme abutment of farm bridge, marked ⊕, and BM (on end of stone) with chisel	" 13.411	" 301.910
143	Station $152\frac{1}{4}$, on face of tow-path abutment, near E. angle on projection of 5th course below coping, marked ⊕, and (on stone above) BM, with chisel	" 11.899	" 300.398
144	Station $181\frac{1}{4}$, on face of tow-path abutment of farm bridge on projection of 6th course below coping, near W. angle, marked ⊕, and (on stone above) BM, with chisel	" 11.595	" 300.094
145	Station $253\frac{1}{2}$, on face of tow-path abutment of farm bridge, near E. angle, on projection of 5th course below coping, marked ⊕, and (on stone above) BM, with chisel	" 11.474	" 300.883
146	Station 281, on face of tow-path abutment of covered road bridge, near west angle of projection of 4th stone below coping, marked ⊕, and (on stone above) BM, with chisel	" 12.070	" 300.569
147	Station $306\frac{1}{4}$, top of lower step of W. wing, berme abutment of farm bridge, marked ⊕-BM with chisel	" 13.485	" 301.984
148	Station $345\frac{1}{4}$, on top of lower step, E. wing, berme abutment of farm bridge, marked ⊕ with chisel	" 11.928	" 300.427

LIST OF BENCH MARKS — (*Continued*).

No.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
149	Station 394, on top of lower step, W. wing of berme abutment, marked ⊕ with chisel	+11.331	+299.830
150	Station 482½, on top of coping at end of E. wing of tow-path abutment of farm bridge, marked ⊕, and (on face of stone) BM, with chisel	" 12.717	" 301.216
151	Station 539, on face of tow-path abutment of farm bridge, near E. angle, on projection of 4th course below coping, marked ⊕–BM with chisel	" 11.359	" 299.849
152	Station 613, on face of top stone, end of W. wing, tow-path abutment of farm bridge, on projection of stone, marked ⊕–BM with chisel	" 11.896	" 300.395
153	Station 664¾, on top of coping at end of E. wing of Tokkon creek aqueduct, tow-path side, marked ⊕–BM with chisel	" 8.024	" 296.523
154	Station 737, on face of tow-path abutment of farm bridge, near E. angle, on projection of 4th stone below coping, marked ⊕–BM with chisel	" 10.856	" 299.355
155	Station 813½, on top of second stone below coping, at end of E. wing of berme abutment of Farm bridge at Yatesville, marked ⊕, and (on stone above) BM, with chisel	" 10.594	" 299.093
156	Station 846¼, on top of coping, N. E. corner N. E. wing of Leonardson's creek aqueduct, marked ⊕–BM with chisel	" 8.122	" 296.621
157	Station 935, on top of coping of E. abutment of aqueduct, N. W. cor. (tow-path side) of main wall, marked ⊕–BM with chisel	" 7.979	" 296.478
158	Station 1,079½, on top of lower step, W. wing berme abutment of farm bridge, marked ⊕–BM with chisel	" 12.337	" 300.836
159	Lower miter-sill of lock 31, at heel of N. E. gate, S. lock on (pier side),	" 0.000	" 288.499

160	On coping, lock 31, at end of anchor, N. E. gate S. lock (pier wall), marked ⊕–BM with chisel	{ "14.760 lower level " 8.893 upper level	" 303.259
161	Station 17½, on face of tow-path abutment, Ferry street bridge, on projection of fifth course below coping (near center, old bench), marked ⊕–BM with chisel	+ 10.392	" 304.758
162	Station 49¼, on face of tow-path abutment of farm bridge, projection on fifth course below coping, near W. angle, marked ⊕–BM with chisel	" 11.325	" 305.691
163	Station 82¾, on face of tow-path abutment of farm bridge, projection of sixth course below coping, near center, marked BM–⊕ with chisel	" 9.990	" 304.356
164	Station 142⅓, on face of tow-path abutment of farm bridge, on projection of seventh course below coping, near W. angle, marked ⊕–BM with chisel	" 8.824	" 303.190
165	Station 205¾, on face tow-path abutment of farm bridge, on projection of fourth course under coping (near center), marked BM–⊕	" 9.873	" 304.239
166	Station 252, on top of coping of parapet at N. E. wing of Plattkill aqueduct (N. E. corner of end stone), marked ⊕ and on face BM with chisel	" 13.194	" 307.560
167	Station 314, on top of coping at end of E. wing tow-path abutment of farm bridge, marked ⊕ and (on face) BM with chisel	" 12.412	" 306.778
168	Station 370½, on rear upper corner of first stone under coping at end of W. wing, berme abutment of farm bridge, marked ⊕–BM with chisel,	" 11.150	" 305.516
169	Station 475¼, on tow-path abutment of farm bridge, near center of face of E. wing, projection on second stone above ground, marked BM–⊕ with chisel	" 10.689	" 305.055
170	Lower miter-sill, lock No. 32 (at heel of N. E. gate, N. lock)	" 0.000	" 294.366
171	On coping, lock 32, at end of anchor, N. E. gate, N. lock, marked ⊕–BM with chisel	{ "17.110 lower level " 8.984 upper level	" 311.476

LIST OF BENCH MARKS — (*Continued*).

No.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
172	Station $27\frac{3}{4}$, on front corner, third step from bottom, on E. wing tow-path abutment iron street bridge, marked ⊕ and (on end of stone) BM with chisel	+ 11.905	+ 314.397
173	Station 60, on top coping at end of W. wing tow-path abutment, farm bridge, marked ⊕, and on face BM with chisel	" 11.145	" 313.637
174	Station 90, on face of tow-path abutment of farm bridge (near center) projection of sixth course below coping, marked ⊕ and (on stone above) BM with chisel	" 9.420	" 311.912
175	Station 122, on coping of parapet, tow-path end of culvert at center, marked BM–⊕ with chisel	" 4.461	" 306.953
176	Station $314\frac{3}{4}$, on corner of coping, E. wing wall of culvert, marked ⊕–BM with chisel	" 6.712	" 309.204
177	Station 337, on face of tow-path abutment of farm bridge, at W. angle projection on sixth course below coping, marked BM–⊕ with chisel	" 10.353	" 312.845
178	Lower miter-sill, lock No. 33 (at heel of N. E. gate, N. lock)	" 0.000	" 302.492
179	On coping, lock No. 33, at end of anchor of N. E. gate, N. lock, marked ⊕–BM with chisel	+14.770 lower level " 9.066 upper level	" 317.262
180	Station $29\frac{1}{4}$, on coping of tow-path parapet of culvert (near center) marked ⊕–BM with chisel	+ 2.414	" 310.610
181	Station $65\frac{3}{4}$, on lower step, E. wing tow-path abutment of road bridge, marked ⊕, and on face BM, with chisel	" 13.439	" 321.635
182	Station $175\frac{3}{4}$, on face tow-path abutment of farm bridge near E. angle projection on fifth course below coping, marked ⊕–BM with chisel,	" 11.421	" 319.617
183	Lower miter-sill, lock No. 34, at heel of N. E. gate, N. lock	" 0.000	" 308.196

184	On coping, lock No. 34, at end of anchor N. E. gate, N. lock, marked ⊕–BM with chisel	"17.080 lower level " 8.597 upper level	" 325.276
185	Station 45½, on face of tow-path abutment of farm bridge near W. angle projection of seventh course below coping, marked BM—⊕ with chisel	+ 8.774	" 325.453
186	Station 94, on face of tow-path abutment of road bridge (E. creek landing) near center projection of seventh course below coping, marked ⊕, and (on stone above) BM with chisel	" 10.912	" 327.591
187	Station 174¼, on face of tow-path abutment of farm bridge, near W. angle projection of seventh course below coping, marked ⊕, and (on stone above) BM with chisel	" 9.829	" 325.508
188	Station 217½, on face of tow-path abutment of farm bridge, near center projection of seventh course below coping, marked ⊕–BM with chisel	" 9.619	" 326.298
189	Lower miter-sill, lock No. 35, at heel of N. E. gate, N. lock	" 0.000	" 316.679
190	On coping, lock No. 35, at end of anchor N. E. gate, N. lock, marked ⊕–BM with chisel	"16.850 lower level " 9.065 upper level	" 333.529
191	Station 35, at center of face, W. wing tow-path abutment, third course above ground, marked ⊕–BM with chisel	+ 11.233	" 335.697
192	Station 71, on top of coping E. wing berme abutment of farm bridge, marked ⊕–BM with chisel	" 13.826	" 338290
193	Station 216¼, on top of coping E. wing tow-path abutment of farm bridge, marked ⊕, and (on face) BM with chisel	" 12.053	" 336.517
195	Lower miter-sill of lock No. 36, at heel of N. E. gate, N. lock	" 0.000	" 324.464
196	On top of coping, lock No. 36 (at E. end of hollow quoin stone), N. E. gate, N. lock, marked ⊕–BM with chisel	"18.780 lower level " 8.761 upper level	" 343.244
197	Lower miter-sill of lock No. 37 (at heel of N. E. gate, N. lock)	+ 0.000	" 334.483
198	On coping, lock No. 37, at end of anchor N. E. gate, N. lock, marked ⊕–BM	"18.790 lower level " 8.892 upper level	" 353.273

LIST OF BENCH MARKS — (*Continued*).

No.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
199	Lower miter-sill, lock No. 38, at heel of N. E. gate, N. lock	+0.000	+344.381
200	On coping, lock No. 38, at end of anchor N. E. gate, N. lock, marked,	+18.520 lower level " 9.787 upper level	" 362.901
201	Lower miter-sill, lock No. 39, at heel N. E. gate, N. lock	+0.000	" 353.114
202	On coping, lock No. 39, at end of anchor N. E. gate, N. lock, marked,	" 19.830 lower level " 9.306 upper level	" 372.944
203	Destroyed.		
204	Station $97\frac{1}{4}$, on top of coping, end of E. wing tow-path abutment of farm bridge, marked ⊕, and on face BM with chisel	+14.010	" 377.648
205	Station $178\frac{3}{4}$, on top of coping, at end of W. wing berme abutment of farm bridge, marked ⊕–BM with chisel	" 14.463	" 378.101
206	Lower miter-sill, lock No. 40, at heel of N. E. gate, N. lock	" 0.000	" 363.638
207	On top of coping, lock No. 40, at end of anchor N. E. gate, N. lock, marked	" 17.080 lower level " 8.556 upper level	" 380.718
208	Station $73\frac{1}{4}$, on top of stone under coping at end of W. wing tow-path abutment of farm bridge, marked ⊕, and (at end of stone) BM with chisel	+12.357	" 384.519
209	Station 125, on top of coping, end of W. wing tow-path abutment of bridge, marked ⊕–BM with chisel	" 12.802	" 384.964
210	Station $160\frac{3}{4}$, on top of stone under coping, W. end of tow-path abutment of farm bridge (near corner), marked ⊕, and BM (on end of stone) with chisel	" 11.914	" 384.076
211	Lower miter-sill of lock No. 41, at heel of N. E. gate, N. lock	" 0.000	" 372.162
212	On coping, lock No. 41, at end of anchor N. E. gate, N. lock, marked ⊕–BM with chisel	+16.850 lower level " 8.564 upper level	" 389.012

213	Station 30, on top of coping, end of E. wing tow-path abutment of farm bridge, marked ⊕–BM with chisel	+12.861	" 393.309
214	Station 109, on lower step, E. end of tow-path abutment of Herkimer road bridge, marked ⊕ with chisel	" 9.994	" 390.442
215	Station 180¼, on footing course at E. end of tow-path abutment, street railroad bridge, marked ⊕, and on end of stone above BM with chisel	" 9.511	" 389.959
216	Lower miter-sill, lock No. 42, at heel of N. E. gate, N. lock	" 0.000	" 380.448
217	On coping, lock No. 42, at end of anchor, N. E. gate, N. lock, marked ⊕–BM with chisel	" 16.670 lower level " 8.716 upper level	" 397.118
218	Lower miter-sill, lock No. 43, at heel of N. E. gate, N. lock	+0.000	" 388.402
219	On coping, lock No. 43, at end of anchor, N. E. gate, N. lock, marked ⊕–BM with chisel	" 16.500 lower level " 8.431 upper level	" 404.902
220	Station 31, on top of coping at end of E. wing of tow-path abutment of farm bridge, marked ⊕-BM with chisel	+ 12.554	" 409.025
221	Station 67½, top of coping at end of E. wing tow-path abutment of bridge, marked ⊕–BM (on face) with chisel	" 13.124	" 409.595
223	Station 130, on top of coping of parapet of aqueduct at W. end, marked ⊕, and (on face) BM with chisel	" 12.087	" 408.558
224	Station 150¼, on top of coping, end of E. wing tow-path abutment of farm bridge, marked ⊕, and (on face) BM with chisel	" 12.864	" 409.335
225	Station 185½, on lower step on E. end of tow-path abutment of road bridge, marked ⊕, and (on face) BM with chisel	" 11.772	" 408.243
226	Lower miter-sill, lock No. 44, at heel of N. E. gate, N. lock	" 0.000	" 396.471
227	On coping of lock No. 44, at end of anchor, N. E. gate, N. lock, marked ⊕–BM with chisel	" 19.970 lower level " 9.233 upper level	" 416.441
228	Station 45½, at end of E. wing tow-path abutment of farm bridge on corner of fourth stone under coping, marked ⊕, and on stone above BM with chisel	+ 11.808	" 419.016

LIST OF BENCH MARKS — (*Continued*).

No.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
229	Station 77¼, on face of tow-path abutment of farm bridge, on projection of fifth course from top, marked ⊕, and (on stone above) BM with chisel	+ 11.769	+ 418.977
230	Lower miter-sill, lock No. 45, at heel of N. E. gate, N. lock	" 0.000	" 407.208
231	On coping, lock No. 45, at end of anchor, N. E. gate, N. lock, marked ⊕–BM with chisel	+20.130 lower level " 8.958 upper level	" 427.338
232	Station 37, on stone under coping, end of E. wing, berme abutment of farm bridge, marked ⊕–BM with chisel	+ 11.534	" 429.934
233	Station 74¾, at W. end of berme abutment of farm bridge, marked ⊕–BM with chisel	" 11.573	" 429.973
234	Station 96½, on top of coping at end of W. wing berme abutment of farm bridge, marked ⊕–BM with chisel	" 11.906	" 430.306
235	Station 139½, lower step, W. end of tow-path abutment of farm bridge, marked ⊕–BM at every station with chisel	" 12.875	" 431.275
236	Station 187¼, on lower step, W. end of tow-path abutment of farm bridge, marked ⊕, and (on face) BM with chisel	" 12.734	" 431.134
237	Station 218, on face of tow-path abutment near W. angle on projection of sixth course from top, marked BM–⊕ with chisel	" 11.847	" 430.247
238	Station 296¾, on face of tow-path abutment of farm bridge on projection of seventh course from top near E. angle, marked ⊕–BM with chisel	" 11.247	" 429.697
239	Station 328¼, on face of W. wing tow-path abutment of farm bridge near W. angle projection of seventh course below coping, marked ⊕–BM with chisel	" 10.326	" 428.726

240	Station 364, on face of tow-path abutment of farm bridge, projection of fifth course below coping, marked ⊕–BM with chisel.....	" 12.737	" 431.137
241	Station 387¼, top of lower step at end of W. wing tow-path abutment of farm bridge, marked ⊕, and (on face) BM with chisel.....	" 13.307	" 431.707
243	Station 452, on top of coping of parapet, at end of E. wing tow-path side Ferguson creek aqueduct, marked ⊕–BM with chisel.....	" 9.330	" 427.730
244	Station 495½, on lower step, E. wing tow-path abutment of farm bridge, marked ⊕–BM with chisel.....	" 11.898	" 430.298
...	Three chains west of Oneida county line (on middle division) on lower step of E. wing tow-path abutment of Green bridge, marked ⊕, and (on face) ⊕–BM with chisel.....	" 13.619	" 432.019

LIST OF BENCH MARKS ON CHAMPLAIN CANAL.

No.	LOCATION AND DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
1	Coping, lock No. 1, S. E. gate anchor	lower level +20.64 upper level " 9.25	+ 37.98
2	Lower miter-sill, lock No. 1	0.00	" 17.34
3	Coping of lock No. 2. S. E. gate anchor	lower level "20.61 upper level " 9.14	" 49.34
4	Lower miter-sill, lock No. 2	0.00	" 28.73
5	Coping of lock No. 3, S. W. gate anchor	lower level "11.06 upper level "10.16	" 51.26
6	Lower miter-sill, lock No. 3	0.00	" 40.20
7	Coping, lock No. 4, N. E. gate anchor	"14.20	" 55.30
8	Lower miter-sill, lock No. 4	0.00	" 41.10
9	Coping, S. W. recess angle, upper combined lock at Waterford	" 7.72	" 48.82
10	Coping, lock No. 5, S. E. gate anchor	lower level "20.92 upper level " 7.13	" 62.02
11	Lower miter-sill, lock No. 5	" 0.28	" 40.82
12	Lower miter-sill, lock No. 6	0.00	" 54.09
13	Coping, lock No. 7, S. E. gate anchor	lower level "17.50 upper level " 8.27	" 82.94
14	Lower miter-sill, lock No. 7	0.00	" 65.44
15	Coping, lock No. 8, S. E. gate anchor	lower level "19.97 upper level " 8.88	" 94.64
16	Lower miter-sill, lock No. 8	0.00	" 74.67
17	Lower step, S. W. corner tow-path abutment, bridge No. 17, marked ⊕	" 8.97	" 94.73
18	Lower step, S. W. corner tow-path abutment, bridge No. 18, marked ⊕	"10.87	" 96.63
19	S. E. corner (water-table) hosiery mill in Mechanicville	"10 36	" 96.12

20	Lower step, N. W. corner tow-path abutment, bridge No. 23, marked ⊕	+10.64	" 96.40
21	Coping waste-weir, first north of Mechanicville, N. abutment S. E. corner, marked ⊕	" 7.76	" 93.52
22	Lower step, N. E. corner berme abutment, bridge No. 24, marked ⊕	"10.44	" 96.20
23	Lower step, S. E. corner tow-path abutment, Fitchburgh railroad bridge, marked ⊕	" 7.75	" 93.51
24	Coping, lock No. 9, gate anchor	lower level "17.08 upper level " 8.78	"102.84
25	Lower miter-sill, lock No. 9	0.00	" 85.76
26	Lower step, S. E. corner berme abutment, bridge No. 26, marked ⊕	"12.69	"106.75
27	Lower step, N. E. corner berme abutment, bridge No. 27, marked ⊕	" 8.64	"102.70
28	Third step from top S. E. corner berme abutment, bridge No. 28, marked ⊕	"14.98	"109.04
29	Coping, Lansing's waste-weir, south end east stone, marked ⊕	" 9.21	"103.27
30	Coping, Lansing's waste-weir, north end east stone, marked ⊕	" 9.01	"103.07
31	Lower step, S. W. corner tow-path abutment, bridge No. 32, marked ⊕	" 9.77	"103.83
32	Third stone from south end, second course tow-path abutment, bridge No. 33, marked ⊕	" 9.58	"103.64
33	Lower step, N. E. corner berme abutment, bridge No. 36, marked ⊕	"11.91	"105.97
34	Middle abutment, Bemis Heights, waste-weir, S. E. corner marked ⊕	" 9.94	"104.00
35	Second step from bottom, N. E. corner berme abutment bridge No. 40, marked ⊕	"10.95	"105.01
36	Coping, Wilber's basin waste-weir, south end N. E. corner marked ⊕	" 8.47	"102.53
37	Coping, waste-weir No. 7, north end S. E. corner, marked ⊕	" 9.81	"103.87
38	Second step from bottom N. E. corner berme abutment, bridge No. 52, marked ⊕	"13.03	"107.09
39	Coping, Coveville waste-weir, south end N. E. corner, marked ⊕	" 9.14	"103.20
40	BM on nail in root of ash tree 150 feet south of old abutment on abandoned canal at Coveville improvement	" 9.11	"103.17

LIST OF BENCH MARKS — (*Continued*).

No.	LOCATION AND DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
41	Lower step, N. W. corner tow-path abutment, bridge No. 57, marked ⊕	+13.76	" 107.82
42	Second step from bottom, N. W. wing wall T. P. abutment, bridge No. 61, Ferry street, Schuylerville	" 12.65	" 106.71
43	Lower step, S. W. corner tow-path abutment, bridge No. 62, marked ⊕	" 12.47	" 106.53
44	Second step from bottom, N. W. corner tow-path abutment, bridge 63, marked ⊕	" 13.66	" 107.72
45	Lower step, S. W. corner tow-path abutment, bridge No. 64, marked ⊕	" 13.95	" 108.01
46	Coping, lock No. 10, S. E. gate anchor	" 15.64	" 109.70
47	Lower miter-sill, lock No. 10	0.00	" 94.06
48	Coping, lock No. 11, S. E. gate anchor	" 9.11	" 113.00
49	Lower step, S. W. corner berme abutment, bridge No. 67, marked ⊕	" 10.92	" 114.81
50	Lower step, N. W. corner berme abutment, bridge No. 68, marked ⊕	" 12.72	" 116.61
51	Coping, lock No. 12, S. E. gate anchor	lower level " 18.00 upper level " 8.42	" 121.89
52	Lower miter-sill, lock No. 12	0.00	" 103.89
53	Lower step, N. W. corner berme abutment, bridge No. 71, marked ⊕	" 8.78	" 122.25
54	Lower step, N. W. corner, berme abutment, bridge No. 72, marked ⊕	" 9.20	" 122.67
55	Lower step, N. E. corner, berme abutment, bridge No. 74, marked ⊕	" 9.77	" 123.24
56	Coping, lock No. 13, S. W. gate anchor	lower level " 19.05 upper level " 9.23	" 132.52
57	Lower miter-sill, lock No. 13	0.00	" 113.47
58	Lower step, N. W. corner berme abutment, bridge No. 76, marked ⊕	" 9.97	" 133.26
59	Lower step, N. W. corner berme abutment, bridge No. 78, marked ⊕	" 9.95	" 133.24
60	Lower step, N. W. corner berme abutment, bridge No. 79, marked ⊕	" 10.27	" 133.56

61	Lower step, S. corner berme abutment, bridge No. 81, marked ⊕	" 10.91	" 134.20
62	Lower step, W. corner berme abutment, bridge No. 82, marked ⊕	" 14.21	" 137.50
63	Coping, lock No. 14, S. E. gate anchor	lower level " 17.96 upper level " 8.71	" 141.25
64	Lower miter-sill, Lock No. 14	0.00	" 123.29
65	Lower step, W. corner berme abutment, bridge No. 84, marked ⊕	" 12.53	" 145.07
66	Lower step, S, corner berme abutment, bridge No. 85, marked ⊕	" 10.47	" 143.01
67	Lower step, S. W. corner berme abutment, bridge No. 86, marked ⊕	" 10.08	" 142.62
68	Lower step, S. W. corner berme abutment, bridge No. 87, marked ⊕	" 10.16	" 142.70
69	Lower step, N. E. corner tow-path abutment, bridge No. 88, marked ⊕	" 9.82	" 142.36
70	Lower step, S. E. corner berme abutment, bridge No. 90, marked ⊕	" 7.93	" 140.47
71	Second step, S. E. corner tow-path abutment, bridge No. 91, marked ⊕	" 9.48	" 142.02
72	Lower step, S. W. corner berme abutment, bridge No. 92, marked ⊕	" 9.29	" 141.83
73	Top of masonry, N. side tow-path abutment, bridge No. 93, marked ⊕	" 15.60	" 147.14
74	Lower step, S. W. corner berme abutment, bridge No. 94, marked ⊕	" 8.50	" 141.04
75	Lower step, N. corner berme abutment, bridge No. 95, marked ⊕	" 9.58	" 142.12
76	Second step, N. corner berme abutment, bridge No. 96, marked ⊕	" 10.12	" 142.66
77	Lower step, inner corner N. side east abutment, bridge No. 97, marked ⊕	" 8.93	" 141.47
78	Lower step, N. side, tow-path abutment, bridge No. 98, marked ⊕	" 9.22	" 141.76
79	Coping, lock No. 15, S. E. gate anchor	lower level " 16.85 upper level " 8.59	" 149.39
80	Lower miter-sill, lock No. 15	0.00	" 132.54
81	Upper miter-sill, lock No. 15	—1.38	" 138.42
82	Lower step, S. W. corner tow-path abutment, bridge No. 100, marked ⊕	+ 9.87	" 150.67
83	First step, N. E. corner berme abutment, bridge No. 101, marked ⊕	" 12.96	" 153.76
84	Coping, S. W. gate anchor, lock No. 16	lower level " 16.90 upper level " 8.62	" 149.42

LIST OF BENCH-MARKS — (*Continued*).

No.	LOCATION AND DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
85	Upper miter-sill, lock No. 16	—1.33	" 138.47
86	Lower miter-sill, lock No. 16	0.00	" 132.52
87	Coping, N. E. gate anchor, lock No. 17	lower level +16.95 upper level " 8.83	" 141.35
88	Lower miter-sill, lock No. 17	0.00	" 124.40
89	Coping, N. E. gate anchor, lock No. 18	lower level "16.10 upper level " 9.00	" 133.40
90	Lower miter-sill, lock No. 18	0.00	" 117.30
91	Coping N. W. gate anchor, lock No. 19	lower level "12.50 upper level "10.39	" 127 69
92	Lower miter-sill, lock No. 19	0.00	" 115 19
93	Coping lock No. 20, N. W. gate anchor	lower level "13.00 upper level "12.86	" 128 05
94	Lower miter-sill, Lock No. 20	0.00	" 115 05
95	Fourth course from top N. end berme abutment, bridge No. 124, marked ⊕	"13.15	" 128 20
96	Fifth course from top S. E. corner S. end berme abutment, bridge No. 126, marked ⊕	"11.62	" 126 67
97	Sixth course from top S. E. corner S. end berme abutment, bridge No. 127, marked ⊕	"11.08	" 126 13
98	Seventh course from top N.W. corner N. end tow-path abutment, bridge No. 128, marked ⊕	"10.32	" 125 37
99	Sixth course from top N.W. corner N. end tow-path abutment, bridge No. 130, marked ⊕	"12.34	" 127 39

100	Eighth course from top N.W. corner N. end tow-path abutment, bridge 131, marked ⊕	" 9.22	" 124.29
101	Fourth course from top N. E. corner N. end berme abutment, bridge No. 132, marked ⊕	"11.35	" 126.40
102	Fifth course from top S. E. corner S. end berme abutment, bridge No. 133, marked ⊕	"10.35	" 125.40
103	Seventh course from top N. W. corner N. end tow-path abutment, bridge No. 135, marked ⊕	" 9.16	" 124.21
104	N. end of wing N. W. corner lower course tow-path abutment, railroad bridge, marked ⊕	" 8.90	" 123.95
105	Sixth course from top N. W. corner N. end tow-path abutment, bridge No. 137, marked ⊕	"10.16	" 125.21
106	S. end tow-path abutment S. W. corner lowest course D. and H. iron railroad bridge	"10.66	" 125.71
107	Seventh course from top N. W. corner N. end tow-path abutment, bridge No. 148, marked ⊕	"11.06	" 126.11
108	Coping lock No. 21, N. E. gate anchor	Upper level " 7.60	" 122.65

NOTE. — For summit level between locks 15 and 16 canal bottom is taken as 140.8 + T. W.

LIST OF BENCH MARKS ON GLENS FALLS FEEDER.

No.	LOCATION AND DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
1	Lower miter-sill, lock No. 1	Cham. canal +1.3	+142.11
2	Coping N. E. gate anchor, lock No. 1	lower level "15.82 upper level " 5.7 0.0	" 157.93
3	Lower miter-sill, lock No. 2		" 152.23
4	Coping N. E. gate anchor, lock No. 2	lower level "15.86 upper level " 5.81 0.0	" 168.09
5	Lower miter-sill, lock. No 3		" 162.28
6	Coping N. E. gate anchor, lock No 3	lower level "16.00 upper level " 5.19 0.0	" 178.28
7	Lower miter-sill, lock No. 4		" 173.09
8	Coping N. E. gate anchor, lock No. 4	lower level "15.38 upper level " 5.35 0.0	" 188.47
9	Lower miter-sill, lock No. 5		" 183.12
10	Coping N. E. gate anchor, lock No. 5	lower level "15.54 upper level " 5.13 0.0	" 198.64
11	Lower miter-sill, lock No. 6		" 193.51
12	Coping N. E. gate anchor, lock No. 6	lower level "15.32 upper level " 5.29 0.0	" 208.83
13	Lower miter-sill, lock No. 7		" 203.54
14	Coping N. E. gate anchor, lock No. 7	lower level "15.83 upper level " 5.07 0.0	" 218.92
15	Lower miter-sill, lock No. 8		" 213.85
16	Coping N. E. gate anchor, lock No. 8	lower level "15.27 upper level " 5.52 0.0	" 229.12
17	Lower miter-sill, lock No. 9		" 223.60

18	Coping N. E. gate anchor, lock No. 9	lower level "15.49 upper level " 5.61	" 239.09
19	Lower miter-sill, lock No. 10	0.0	" 233.48
20	Coping N. E. gate anchor, lock No. 10	lower level "15.52 upper level " 5.08	" 249.00
21	Lower miter-sill, lock No. 11	0.0	" 243.92
22	Coping N. E. gate anchor, lock No. 11	lower level "16.96 upper level " 6.86	" 260.88
23	Lower miter-sill, lock No. 12	0.0	" 254.02
24	Coping N. E. gate anchor, lock No. 12	lower level "15.87 upper level " 5.16	" 269.89
25	Lower miter-sill, lock No. 13	0.0	" 264.73
26	Coping N. E. gate anchor, lock 13	lower level "15.55 upper level " 5 18	" 280.28
27	Top of breast-wall, lock No. 13	—1.40	" 273.70
28	Lower step, tow-path abutment, bridge No 3, marked ⊕	+10.06	" 285.16
29	Second step, S. E. corner north abutment, bridge No. 4, marked ⊕	" 12.17	" 287.27
30	Second step, N. W. corner south abutment, bridge No. 4, marked ⊕	" 10.14	" 285.24
31	Second step, S. W. corner tow-path abutment, bridge No. 5, marked ⊕	" 7.91	" 283.01
32	On west end tow-path abutment, bridge No. 6, marked ⊕	" 9.03	" 284.13
33	On west end tow-path abutment, bridge No. 7, marked ⊕	" 10.23	" 285.33
34	On west end tow-path abutment, bridge No. 8, marked ⊕	" 10.09	" 285.19
35	On wing wall, near east end berme abutment, bridge No. 9, marked ⊕	" 10.74	" 285.84
36	Second step, east end berme abutment, D. & H. R. R. bridge, marked ⊕	" 9.34	" 284.44
37	On west end tow-path abutment, bridge No. 10, marked ⊕	" 9.67	" 284.77
38	Top of stone foundation of trestle, west end, in rear of Finch & Pruyn's office, in Glens Falls, marked ⊕	" 9.71	" 284.81
39	On east end tow-path abutment, bridge No. 11, marked ⊕	" 12.33	" 287.43
40	On projecting stone at west end tow-path abutment, Morgan's bridge, (first west of bridge No. 11), marked ⊕	" 13.40	" 288.50

LIST OF BENCH MARKS — (*Continued*).

No.	LOCATION AND DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
41	On east end tow-path abutment, abandoned bridge, first east of bridge No. 12, marked ⊕	+7.42	+282.52
42	Lower step, W. end tow-path abutment, bridge No. 12, marked ⊕	" 9.23	" 284.33
43	Lower miter-sill, lock No 14	0.0	" 275.10
	Coping lock No. 14, north wall, east end, marked ⊕	" 10.63	" 285.73
	Water-surface at foot of lock No. 14	" 5.91	" 281.01

NEW YORK STATE CANALS,

MIDDLE DIVISION.

REPORT OF HENRY T. BEACH,

ACTING DIVISION ENGINEER,

FOR THE

YEAR ENDING SEPTEMBER 30, 1888.

MIDDLE DIVISION.

Annual Report of the Division Engineer for the Fiscal Year Ending September 30, 1888.

Syracuse, N. Y., *October* 1, 1888.

Hon. John Bogart,

State Engineer and Surveyor:

I have the honor to submit the annual report of the middle division for the fiscal year ending September 30, 1888.

	Miles.	Totals.
This division comprises that portion of the Erie canal lying between the east line of Oneida and Wayne counties	97.02	
Also, the following unabandoned lateral canals :		
Oswego canal, from Syracuse to Oswego	38.00	
North and south side-cuts and slips at Salina	2.00	
Slips at Liverpool, Oswego canal	.21	
Baldwinsville side-cut	.75	
Cayuga and Seneca canal, Montezuma to Cayuga and Seneca lakes	22.77	
Black River canal, Rome to Lyons Falls	35.33	
Old Oneida Lake canal, Higginsville to first lock	1.05	
New Oneida Lake canal, Durhamville to Oneida lake (not used)	5.30	
Chenango canal, from Erie canal to lock No. 1	.15	
		202.58
River Improvements.		
Black river, Lyons Falls to Carthage	42.50	
Onondaga outlet, Onondaga lake to Seneca river	.75	
Oneida river, Three River Point to Brewertown and Oneida lake	20.00	
Seneca river towing-path, Mud lock to Baldwinsville,	5.75	
Seneca river, Baldwinsville to Jack's Reefs (not used)	11.75	
Ithaca inlet, Cayuga lake to Ithaca	2.05	
Seneca lake outlet, from Cayuga and Seneca canal to Seneca lake	.26	
		83.06

NAVIGABLE FEEDERS.

	Miles.	Totals.
Limestone creek feeder, Erie canal to Fayetteville	.80	
Butternut creek feeder, Erie canal to feeder dam above Dunlap's mills	2.00	
Nine-mile creek (Camillus) feeder, Erie canal to Camillus	1.00	
Delta feeder, foot of lock nine, Black River canal to delta	1.38	
Black river feeder, Boonville to head of pond at Forestport	12.09	
		17.27
Total		302.91

ARTIFICIAL FEEDERS — NOT NAVIGABLE.

Chenango canal, from lock No. 1 to lock No. 77	26.72
Leland pond feeder	.32
Madison brook feeder	3.00
West branch feeder	5.74
Bradley's brook feeder	.65
Hatch's lake feeder	.23
Kingsley brook feeder	1.93
Oriskany creek feeder	.53
Mohawk feeder at Rome	.05
Oneida creek feeder	3.04
Cowassalon creek feeder	.38
Chittenango creek feeder	.28
Cazenovia lake outlet (improved)	.49
Tioughnioga river feeder	.70
De Ruyter reservoir outlet	.12
Butternut creek (Orville) feeder	.55
Nine-mile creek (Camillus) feeder, (portion of same unnavigable)	.65
Carpenter brook feeder	.18
Skaneateles creek feeder	.10
Putnam brook feeder	.20
Centerport feeder	.24
Owasco creek feeder (including 859 feet of iron pipe)	2.10
New outlet of Third Bisby lake	.06
New outlet of Canachagala lake	.16
Total	48.42

WATER SUPPLY.

The canals upon this division are supplied with water from the following named sources:

Erie Canal — Frankfort and Rome Levels.

(Three and three hundred and fifty-six thousandths miles of Frankfort level on middle division. The Rome level, lock No. 46 to No. 47 = 55.957 miles.)

	Cubic feet per minute.
Leland's pond, Madison brook reservoir, Eaton brook reservoir, Bradley brook reservoir, Hatch's lake, Kingsley brook reservoir and Oriskany creek feed through the Chenango canal into Frankfort level, at Utica, and through Oriskany creek feeder into the Rome level, six miles west of lock No. 46	6,000
Mohawk river, Black river, Forestport pond, White lake reservoir, first, second and third Bisby lakes, Canachagala lake, North Branch reservoir, South Branch reservoir and Twin lakes feed through the Rome feeder and Black river canal into the Rome level at Rome, fourteen miles west of lock No. 46	13,000
Oneida creek enters canal through feeder, thirty miles west of lock No. 46	1,000
Cowassalon creek enters canal through feeder, thirty-one and a half miles west of lock No. 46	200
Cazenovia lake reservoir (for 100 days), Erieville reservoir (for 100 days), and Chittenango creek enter canal through Chittenango creek feeder, forty-one and a half miles west of lock No. 46	5,641
De Ruyter reservoir (for 100 days) enters canal through Limestone creek (Fayetteville) feeder, fifty miles west of lock No. 46	3,891
Limestone creek (natural flow) enters canal through Limestone creek (Fayetteville) feeder, fifty miles west of lock No. 46	500
Jamesville reservoir (for sixty days) enters canal through Butternut (Orville) feeder, fifty-two miles west of lock No. 46	2,000
Butternut creek (natural flow) enters canal through Butternut (Orville) feeder, fifty-two miles west of lock No. 46	500
Total	32,732

	Cubic feet per minute.
Short level, from lock No. 47 to No. 48 = .188 of a mile; fed from Rome level.	
Mile level, from lock No. 48 to 49 = .714 of a mile; fed from Rome level through short level.	
Syracuse level, from lock No. 49 to 50 = 5.014 miles; fed from Rome and Jordan levels.	
Jordan level, from lock No. 50 to 51 = 14.903 miles.	
Otisco lake reservoir feeds through Nine-mile creek (Camillus) feeder into canal, four miles west of lock No. 50	5,146
Nine-mile creek fed through Nine-mile creek (Camillus) feeder into canal, four miles west of lock No. 50	800
Carpenter brook enters canal through feeder, ten miles west of lock No. 50	200
Skaneateles lake reservoir feeds into canal at Jordan thirteen miles west of Lock No. 50	8,766
Total	14,912
Port Byron level, from lock No. 51 to 52 = 7.793 miles from Jordan level, through lock No. 51.	
Putnam brook feeder, at Weedsport	200
Owasco lake reservoir, through feeder at Port Byron	4,033
Total	4,233
Montezuma level, from lock No. 52 to Wayne county = 9.098 miles. From Port Byron level, through lock No. 52.	
Lake Erie	4,000
Oswego Canal.	
Erie canal at Syracuse	10,000
Seneca river	54,000
Oneida river	20,000
Total	84,000
Cayuga and Seneca Canal.	
Seneca lake	18,000
Erie canal at Montezuma	4,000
Total	22,000

SUMMARY OF WATER SUPPLY MEASURED.

Erie Canal.

	Cubic feet per minute. Amounts.	Totals.
Frankfort and Rome levels	32,732	
Jordan level	14,912	
Port Byron level	4,233	
Montezuma level	4,000	
		55,877

Oswego Canal.

From Seneca river	54,000	
From Oneida river	20,000	
		74,000

Cayuga and Seneca Canal.

From Seneca river	18,000	
		18,000
		147,877

NOTE.—This does not include water used more than once.

BLACK RIVER CANAL AND RIVER IMPROVEMENT.

CANAL.	Elevation in feet above tide water.	Surface area in acres.	Average area in acres.	Average depth in feet.	Capacity in cubic feet.
White Lake reservoir	.....	.....	296	5	64,468.800
Chubb Lake reservoir (approximate).	1,599	.....	200	4	34,848.000
Sand Lake reservoir	.....	.....	306	15	199,940.400
Woodhull reservoir (two y'rs in filling)	1,854	1,236	1,118	18	876,601.440
First, Second and Third Bisby lakes (approximate)	.....	.....	.....	3½	40,000.000
Canachagala lake (approximate)	.....	.....	320	4	55,756.800
North Lake reservoir (can fill twice yearly)	1,821	423	277	28	337,851.360
South Lake reservoir	2,019	518	372	26	421,312.320
Twin Lakes reservoir (approximate).	.....	.....	175	8	60,984.000
Forestport pond	.....	.....	.....	.....	.....
Mohawk river, through Delta feeder.	.....	.....	.....	.....	.....
Pond above Lyon's Fall dam	.....	.....	.....	.....	.....
RIVER IMPROVEMENTS.					
Forge pond	.....	.....	.....	.....	.....
First lake of the Fulton chain	1,691	.....	.....	.....	.....
Second lake of the Fulton chain	1,691	.....	.....	.....	.....
Third lake of the Fulton chain	1,691	.....	.....	.....	.....
Fourth lake of the Fulton chain	1,691	.....	.....	.....	.....
Fifth lake of the Fulton chain	1,691	9	.....	.....	.....
Sixth lake of the Fulton chain	1,772	109	.....	.....	.....
Seventh lake of the Fulton chain	1,772	867	.....	.....	.....
Eighth lake of the Fulton chain	1,776	309	.....	.....	.....
Black river	.....	.....	.....	.....	.....
Moose river	.....	.....	.....	.....	.....
Beaver River reservoir	.....	.....	.....	.....	.....

There has been no change in the water supply during the fiscal year.

NAVIGATION, ETC.

The Erie, Oswego, Cayuga and Seneca and Black River canals opened officially May tenth. All were ready for navigation on the date appointed.

No delay or breaks of a serious character have occurred on this division, and navigation has continued so far uninterrupted. The water supply has been scarcely sufficient to meet all demands upon it, the heavy leakages, combined with a rather dry season, having made a large supply necessary to keep the levels up to the established height. This division depends, more than any other, upon an artificial supply, and much care is required to keep the reservoirs so drawn that advantage can be taken of heavy rains, by storing their surplus, and also to draw the storage basins no lower than experience has shown is necessary to insure a full reservoir for the succeeding year. The Jordan, a summit level, and the Rome, or long level, also a summit level, are the most difficult to maintain at a proper height, as other levels are fed from these. Since the construction of the Otisco lake reservoir, the supply of the Jordan level has been equal to the demands of a dry season. For the Rome level, however, an additional reservoir seems to be absolutely necessary to insure a full supply. It should be so located that the water can reach the canal in as short a time as possible after the feeding gates are raised. The best site for such a reservoir is, without doubt, on the Black river, at the head of the Forestport pond, as described and recommended in previous reports. The necessity for this is strikingly shown by the experience of the past two seasons. In both years navigation opened with full reservoirs, but, before the fall rains came, the reservoirs were drawn so low that, although the water had been husbanded with the greatest care, the full amount needed could not be furnished. In 1887 the question was seriously considered whether it would not be best to send a force into the woods to open a channel from one of the unappropriated lakes, but a timely heavy storm averted the danger.

This year the same condition threatened, and was again narrowly escaped. A portion of the work on the proposed Forestport dam has been done. I renew the recommendation for its early completion. (Twenty-four hours full draft will empty the present Forestport pond.)

The capacity of the Oriskany feeder, supplying the Rome level, can be materially increased and the Kingsley brook reservoir made much more available by a comparatively small expenditure.

The Kingsley brook reservoir discharges into and runs a short distance in the channel of the natural stream to a point where it is diverted by a dam into an artificial feeder. About two miles below

this dam the waters from Hatch's lake and Bradley brook and Eaton reservoirs enter the same channel at an elevation so near that of the Kingsley brook dam, that a backwater is produced greatly retarding the flow from the latter. By raising the dam and the banks of the artificial feeder, this difficulty can be obviated. The Oriskany feeder proper from the State dam to the canal, about one-half mile, should also be enlarged.

The pipes under the earth dam forming the Kingsley brook reservoir do not extend through the embankment, but end some distance from the lower slope. The valves are under the dam and in order to open them, it is necessary to go through a long damp culvert in which the air is so bad that lamps go out.

Our only plan shows the pipes extending through the embankment with valve-house and valves easily accessible; this plan was not carried out. I recommend the completion of pipes, valve-houses, etc., on this plan.

The dam at Jamesville reservoir rests in part on ledge limestone with irregular clay seams between the courses of solid stone. The water discharged from the spill-way near the east end rushes down with great force, in high water, along the face and foot of the dam, wearing out the clay seams.

A failure of this dam would not only cause a serious dearth of water and damage to State property, but carry destruction through the valley of Butternut creek.

While I do not believe this danger to be imminent, I think it would be best to assure the safety of the structure by diverting the rush of water from the immediate face of the masonry.

This could be done by blasting a sufficient channel entirely clear of the dam or by building a masonry slope along the foot of the dam. Perhaps both would be advisable.

I recommend that this be done at low water next summer, when a thorough examination could be made and the necessary measures accurately determined.

All the masonry in the various reservoirs, dams, etc., should be pointed and otherwise repaired.

On the Oswego canal during low water, there is great difficulty in obtaining sufficient feed through the guard-locks, owing to extremely low head. The valves in gates of these locks should be enlarged from $4 \times 2\frac{1}{2}$ feet to $4\frac{3}{4} \times 3$ feet, or supplemental feed valves provided, to compensate for decreased head.

The Beaver river reservoir has only partially accomplished its object — owing in great measure to the fact that the flow line is but

slightly above the larger part of the flowed lands, giving only a depth of one to two feet over large areas. An additional elevation to dam of three or four feet would greatly increase the storage capacity, without materially adding to the acreage of pond.

The survey of this reservoir was suspended when only about half completed. Provisions should be made to finish it.

MACHINERY FOR DRAWING BOATS INTO LOCKS.

The device for drawing in loaded boats that has continued to work so successively on the Erie double locks was remodeled for the Oswego locks, but has not been applied. Without the machinery, which is operated by surplus water from the canal, the passing of loaded boats through lengthened locks, having an upward lift toward tide-water, is difficult and slow, especially when the locks are only standard width (eighteen feet at water line of lower level). The workmanship and form of construction was so perfect that the experience of two seasons' navigation has suggested no important changes, and only a few alterations that would slightly cheapen the cost of construction, or were necessary to adapt the device to the single tier of locks used on the Oswego canal, have been made in preparing plans for the locks to be built on that canal under new appropriations.

I would recommend the placing of this machinery on all the lengthened locks of the Oswego canal, except guard-locks, which being three feet extra width and having a small lift, do not particularly need it.

IMPROVEMENT OF CHANNEL.

Following this, as a part of the same system, the Legislature should, in my opinion, make liberal appropriations for the channel itself, by providing for the removal of the deposits and accumulations that have gradually encroached upon the original dimensions of the prism, notwithstanding the efforts of the superintendents, who, with limited means and time for such work, have each spring endeavored only to make as good a channel as possible under the circumstances.

On Erie canal, cross-sections show that the center of the channel is kept clean, and is generally below the canal bottom, owing to the action of the boats; but at the sides a bench is formed, which, if removed, would give a better channel than was afforded by the new canal when first enlarged. Dredges could, no doubt, be used to good advantage to remove the heavy bench generally found on the berme side, and the material deposited by means of a chute so as to strengthen and raise the banks. This kind of work is now greatly needed on some

portions of the Jordan level, for which provision has been made, and could be beneficially done on the greater portion of the division.

On the Oswego canal (except the Liverpool level, which has been dredged during the fiscal year, and the various river levels where little deposit occurs), the condition is much worse than on the Erie. On nearly all the "canal" levels proper, the bottom, as well as the sides, is filled to a depth of six inches or a foot, rendering it necessary to carry the water-surface higher to that extent than was originally intended in order to pass loaded boats. This condition not only operates to impede navigation, but to the injury of the canal banks by reducing the relative height of bank from water-surface, thus increasing the destructive action of waves and swells, and requiring increased watchfulness to prevent flooding the banks. It also reduces the clearance under bridges, causing frequent collisions with light boats.

I therefore recommend a liberal appropriation for this work, which, in my opinion, is far more essential to the improvement of the Oswego canal than the lengthening of locks, although that is undoubtedly a great benefit. The canal levels are general short, so the material, when not needed, or unsuitable for strengthening banks, could be cheaply disposed of in the deep portions of the river.

On all sections of the Erie canal gravel-scows have been constantly at work, and a recent inspection shows plainly the evidences of the good work they are doing. The use of a road-scraper has been found of great service in restoring the tow-path to its former shape, as the natural wear tends to hollow out the center and leave a ridge in the rear of the traveled-path preventing drainage. The State dredges on the Erie and Black River canals have been kept busy in removing bars wherever they are found to interfere with navigation. About August tenth, they began work, at Ithaca, in Cayuga lake inlet.

STRUCTURES.

The structures are generally in very good conditions. The bridges, particularly, have been kept in good repair. Many of them, however, need painting. In renewing the wood-work of the floors of iron bridges, the cleaning and painting of the iron-work is apt to be neglected at the only time when it can be thoroughly done. The difficulty of obtaining good bridge-timber now, and the small difference in cost between wooden and iron bridges, should prevent the reërection of wooden superstructures on the canal as a matter of economy. It is difficult to tell just when a wooden bridge is actually

unsafe, some structures lasting much longer than others. I would recommend that some general plans of iron-bridges be adopted, as repairs to the wood-work will be more cheaply made if the floor system is uniform; and the iron-work, also, can be repaired at less expense.

The variety of forms on this division require so many sizes of timber that it is difficult to order a bill for general repairs that will be economical.

I would suggest the division of bridges into classes according to their purpose and the amount of traffic, as

City bridges, double roadway;
City bridges, single roadway;
Highway bridges, first-class;
Highway bridges, second-class;
Farm bridges;

Change bridges; or some similar classification, with a general plan, as above recommended, for each class, in which the width of roadway and, so far as practicable, length of panel would be constant in that class. These dimensions to apply to all new structures, whether to replace worn out, iron or wooden bridges, or to establish new crossings. The laws to be modified, if necessary, to permit such change of plan as might be needed, in order to conform to the general plan.

Thus these structures would be gradually brought into as near uniformity as is practicable, without material increase of expense, and the number of special structures be greatly reduced.

WALLS AND BANKS.

The wash from the swells of fast steamers still continues to damage the slope-walls and banks, particularly on the berme side, and it is only by constant watchfulness that serious breaches are prevented. In many places the slope-wall has been disarranged, leaving no protection to the softer material forming the banks. The tow-path is generally kept in good repair, but on the berme, although much has been done to strengthen the banks, they are still low and narrow in many places. In such places the slope-wall should be taken down to a point where it is in good condition and relaid to full height, the bank, at the same time, being made full, both in height and width, with sound material.

The berme bank, although the weakest part of the earth structure, receives comparatively little attention, as it is only seen when visited for special examination. Incipient breaches thus often escape notice, and are not repaired until they are serious.

The vertical walls, in many places, have become very dilapidated, generally, because of poor workmanship. This is especially the case through the city of Utica, where long stretches are tumbling down.

The foot of high banks, on both tow-path and berme, has in many places been strengthened by loading them with stone. The success of this treatment fully warrants its extension to all places where the height of bank or character of material causes danger of sloughing.

Numerous claims arise against the State every year for damage from leakage and filtration from the canal, causing great expense to the State in combating them, even when ill-founded. Most of these claims would be avoided by a thorough system of drainage ditches along the foot of slopes, with authority for the superintendent to keep them clear. At present this can only be done by special appropriation, and is, therefore, neglected, even where ditches have been made; while no new ditches are dug, except after repeated urging of their necessity. Authority and means should be given to the superintendent, to both clean the old ditches and dig new ones, whenever, in his judgment, and that of the engineers, it is necessary.

Serious trouble also frequently arises from the unsanitary condition of the old canal, which, in most cases on this division, forms stagnant pools.

A sufficient appropriation should be made to provide ample outlet and drainage of these ponds, and authority given for the proper maintenance of the necessary ditches or other means of securing this result.

Record of Bridges.

The bridge record on the Erie, made in 1878, has become misleading, as changes have not been recorded. I would suggest a resurvey to include all the canals.

Record of Levels, Lines and Areas.

The bench levels on the Erie are found defective, tests not having been made for over fifty miles. Few of the bench marks are permanently marked. I would recommend a thorough test of these levels and marking of bench marks, and the extension of the levels and bench marks to all the canals of the division.

The location of the "blue line" is very indefinite, especially in cities where it is of most importance on account of the greater value of land and consequent greater temptation to encroachment. I would recommend the reëstablishment of the "blue line," particularly through the cities and villages, and its definite location by references

to permanent structures so that it may be readily and accurately retraced at any time.

The capacity of reservoirs and feeders is largely estimated. I would suggest an accurate determination of the matter as soon as practicable.

APPROPRIATION OF 1886 — ERIE CANAL.

Chapter 646.

This act provided specifically for lengthening certain locks under the general head of facilitating commerce by increasing the lockage capacity of the Erie and Oswego canals.

Locks 47 and 48, Erie canal, were two of the specified locks. Between them is a sharp curve, convex on the berme, and near the center of the level (which is very short) the Beech street (Syracuse) bridge abutment projected into the canal beyond the normal line of prism, making a very bad entrance for double boats to the lengthened locks. On this account it was decided to apply the unexpended balance of the appropriation, so far as necessary, to setting back the bridge abutment and vertical wall adjoining it to as to give a better approach to the locks. This work was put under contract February 11, 1888, and has been completed in a substantial manner.

APPROPRIATIONS OF 1887 — ERIE CANAL.

Chapter 113.

Berme lock No. 46, to be lengthened at the foot, was let June 28, 1887. Some material was delivered and a little excavation done, when work was stopped by injunction and subsequently suspended indefinitely by the Superintendent of Public Works.

The injunction has not been dissolved, consequently no work has been done since January 1, 1888.

Chapter 274.

The lift-bridge, at John street, Utica, was placed under contract November 15, 1887. It has been completed and now works satisfactorily, though at first there was considerable trouble with it. The cylinder has been rebored and other minor improvements made.

Chapter 233.

The lift-bridge at West street, Syracuse, was placed under contract March 5, 1888. It has been completed, but does not work satisfactorily. I think the main difficulty is from low pressure of water, which can only be remedied by a larger cylinder.

Some minor adjustments are necessary on both these lift-bridges, which should be done by some person familiar with their construction and operation. Probably it would be best to send a man over the whole line of the canal, as the lift-bridges on the western division also need adjustment.

Chapter 338.

Draining old canal at Rome. Nothing was done under this act, and a reappropriation, with addition, was made in 1888.

OSWEGO CANAL.

Chapter 113.

Lock No. 7 and guard-lock No. 4, both to be lengthened at the head, were let August 2, 1887, and were completed in a thorough and substantial manner, in time for the opening of the canal on May tenth.

At lock No. 7, piles were used in the foundation. No special difficulty attended the construction of this lock, except from a wooden-box culvert running lengthwise of the lock and within the lines of excavation, and from the great quantity of water to be pumped.

When the frost came out of the ground in the spring, the culvert was forced into the pit and injured, so as to require rebuilding for about fifty feet in length.

Owing to inadequate power and a lack of appreciation on the part of the contractor of the necessity for full power to handle the water economically and speedily, the progress was slow, and it was only by constant urging and a final assumption of a part of the work by the State, that the lock was completed in time for the official opening of the canal.

At guard-lock No. 4, rock-bottom was found, which appeared to be hard and continuous, consequently the same plan was adopted as at guard-lock No. 1, the previous year, viz.: Using timber foundation only under new miter-sill and gates at head of lock, building the remainder of the masonry on rock.

On letting in the water, however, to boat stone to lock No. 7, before the opening of the canal, it was discovered that the apparently solid sheet of rock had been completely shattered by the blasting formerly done in enlarging the Oswego canal. The force of water admitted tore up the rock in the chamber for some twelve or fifteen feet in length, about two feet in depth, and nearly the whole width of chamber. The concrete which had been used to level up under the walls, stood this severe test perfectly and no damage occurred to the walls. It was deemed best, however, to prevent all danger of further dis-

placement of rock, by protecting it for a distance of sixteen feet from the upper miter-sill, with a timber apron secured by bolts with broad washers and concrete. There has been no further trouble at this lock.

This circumstance led me to examine guard-lock No. 1, at Phœnix, where I found the same condition of affairs, though not to the same extent, the water probably having been let in more carefully and under less head.

This shows that rock bottoms, where the canal has been deepened by blasting, are not to be trusted. We therefore provide for full timber foundations and concrete in such cases for future work.

Machinery to facilitate passage of boats through locks on the Oswego canal, was not let.

Bottoming out the Oswego Canal.

Under this head the work of dredging the Liverpool level had been let September 20, 1887, and was completed during this fiscal year.

Chapter 351.

State ditch at Liverpool. Nothing has been done.

CAYUGA AND SENECA CANAL.

Chapter 113.

Improving Locks Nos. 1 and 2 and removing obstructions between Waterloo dam and Seneca lake. Examinations were made in 1887, but the work not let. The appropriation was subsequently diverted by chapter 325, Laws of 1888, to the improvement of the channel of of Seneca river and the Old Bear race at Waterloo.

BLACK RIVER CANAL.

Chapter 113.

Locks 8 and 48 were let, to be rebuilt August 23, 1887, and have been completed during the fiscal year, in a thorough and substantial manner, in time for the opening of the canal, May tenth.

As the bids for the whole work exceeded the appropriation, the Superintendent of Public Works provided for the excavation of lock masonry in another manner.

In rebuilding these locks, a composite plan was adopted, the head and foot to a point a short distance from the recesses being built of bush-hammered masonry, according to the specifications adopted for lengthening the Erie canal locks, while the remainder of the chamber walls (about sixty-three feet in length on each side) were made of

well scabbled rubble masonry, guarded with seven inches by ten inches oak fenders, secured to the walls by anchor bolts.

At lock No. 8, these fenders were mortised into seven inches by ten inches oak cross-sills, but at lock 48, the bottom being solid rock, the sills were omitted and the fenders let into the rock at the bottom.

The old face-stone was largely used for the face of the rubble chamber walls, but proved so brittle and faulty under the hammer, that I recommend using such stone only for backing in future work.

DREDGING THE OUTLET OF CROOKED LAKE.

Chapter 234.

This work has been completed in a satisfactory manner.

APPROPRIATIONS OF 1888 — ERIE CANAL.

Chapter 371.

Draining the old Erie canal in the city of Rome.

This work was let July 3, 1888 The greater part of the sewer pipe was delivered and a small amount of excavation done, when work was stopped by an injunction, which has not been dissolved, consequently no further work has been done.

Chapter 372.

Wall between South James street and the Black river canal along the north blue line of the Erie canal.

This work was let July 3, 1888, and is now two-thirds completed in a very satisfactory manner.

Chapter 416.

Bottoming out the Erie canal.

The work to be done at such points as the Superintendent of Public Works shall deem most important. The portion selected for this division was the Jordan level. The necessary surveys have been made, but the estimates are not complete.

Chapter 417.

Erection of a swing or lift-bridge at Schuyler street, Utica.

Survey, estimates and plans are made, but work not let.

OSWEGO CANAL.

Chapter 416.

Lengthening two or more locks and bottoming out the canal.

Guard lock No. 3 at Oswego Falls (Fulton), and lock No. 11 (Orchard lock) about one and one-half miles below Fulton were

selected for lengthening, as giving the greatest benefit in connection with previous work of this character. The work was let August 8, 1888, and considerable material has been delivered. The estimated cost of the lengthening of these two locks precluded any attempt at bottoming out, at least until the actual cost is determined.

Machinery to facilitate hauling boats into the lengthened locks was advertised to be let August 8, 1888, but not let.

CAYUGA AND SENECA CANAL.

Chapter 325.

Excavating channel of Seneca river and the Old Bear race in the village of Waterloo.

This work will be prepared for letting soon.

Chapter 416.

The general improvement of the canal.

Nothing has been done except a general reconnoissance.

BLACK RIVER CANAL.

Chapter 270.

Substituting vertical wall in place of slope wall between the Black River canal and Lock street in the city of Rome.

This is an extention of the vertical wall built under chapter 550, Laws of 1886.

The work was let July 3, 1888, and is about two-thirds done in a very satisfactory manner.

Chapter 416.

Improvement of the Black River canal.

Nothing has been done except a general consideration of the most necessary work.

CHEMUNG CANAL.

Chapter 416.

Construction of a basin at Havana, and reopening the Seneca Lake level.

Estimate and plans have been made, but the work not let.

MISCELLANEOUS.

Chapter 206.

Crooked lake.—Improving outlet and removing portion of bar at Branchport.

Contract was made May 25, 1888, and the work completed satisfactorily.

Chapter 192.

Canandaigua lake.— Deepening harbor and constructing breakwater at the foot of the lake. Let August 27, 1888.

No work has been done, except in preparation.

Chapter 291.

Swing-bridge across Cayuga inlet at Buffalo street, Ithaca.

Nothing done, except a general examination.

Chapter 132.

Dredging Cayuga inlet.

Work is being done by the Superintendent of Public Works.

Chapter 367.

Removing obstructions from the Oswego river below the village of Phœnix.

Nothing has been done.

Chapter 375.

Repairing State embankment at Sherburne.

Work has been done by the Superintendent of Public Works.

Chapter 270.

Repairing road from Forestport to Woodhull.

Some work has been done under the Superintendent of Public Works.

Chapter 249 (*Surveys for Board of Claims*).

About $1,200 has been expended for surveys, maps, etc., under this act.

The following, although not connected with canals, are mentioned as possibly requiring some attention from this department.

Chapter 270, *Laws of* 1888.

Repairing roads and bridges and removing obstructions in Onondaga creek on the Onondaga Indian reservation.

Considerable work has been done by the Superintendent of Public Works.

Improving the navigable portion of Salmon river. Removing obstructions from Grass and Racket rivers.

These works have been entered upon by the Superintendent of Public Works.

ORDINARY REPAIRS MADE DURING THE FISCAL YEAR — ERIE CANAL.

Aqueducts.

Port Byron.— Posts and planking on tow-path side, and twenty-eight floor-timbers were replaced.

Seneca river.— Four spans have been rewooded, and timber furnished for four more, which will complete the rewooding of this important structure and render any extensive repairs unnecessary for many years, unless it should be injured by accident.

Bridges.

The following superstructures have been rebuilt:

No. 6. John street, Utica, replaced under contract with iron lift-bridge. Tow-path bridge over Mohawk feeder on Whitesboro street, Rome.

No. 56. Swing over old Oneida Lake canal at Higginsville, on Oneida feeder. Bridges at Durhamville and Breeze street, Oneida.

No. 77. Bolivar road, replaced by tubular iron arch bridge, from Beach street, Syracuse.

No. 89. Breers (private) rebuilt with iron chords.

No. 90. Beach street, Syracuse, rebuilt under contract.

No. 103. West street, Syracuse, replaced under contract with iron lift-bridge.

No. 121. Hamilton street, Jordan. Bridge over Putnam brook feeder at Weedsport.

The following have received important repairs:

No. 2. Starch factory, Utica, replanked and painted.

No. 9. Hotel street, Utica, lift replanked.

No. 10. Seneca street, Utica, new sidewalks and railing reset.

No. 11. Washington street, Utica, new sidewalks and railing reset.

No. 24. Watkins street, Whitesboro, replanked and painted.

No. 28. River street, Oriskany, sidewalks relaid.

No. 34. Stanwix road, replanked.

No. 34½. Road-bridge on berme, new wooden abutments and general repairs.

No. 38. Washington street, Rome, sidewalks replanked.

No. 39. George street, Rome, replanked.

No. 40. Jay street, Rome, replanked.

No. 42. Doxtator avenue, Rome, replanked and painted.

No. 51. Grove Spring road, replanked.

No. 55. Happy Valley road, replanked.

No. 57. Higginsville east road, replanked.

No. 58. Higginsville west road, replanked.
No. 61. State road, replanked.
No. 66. Schoolhammer's road, replanked (canal part).
No. 86. Peterboro street, Canastota, replanked.
Bridge over feeder at Orville, rewooded.
No. 138. Hotaling's road, rewooded.
Other bridges have had general repairs.

Culverts.

Three-arch culvert, east of starch factory bridge, Utica.
A receiver dam has been built above culvert.
Composite culvert, east of Grove Spring road, thorough repairs.
First west of Nine-mile creek aqueduct has been cleaned out.

Dams and Bulkheads.

Oriskany feeder, thoroughly repaired.
Mohawk feeder, Rome, thoroughly repaired and new gate-house built.
Cowassalon creek feeder, Rome, thoroughly repaired and new rack built.
Limestone creek feeder, new apron, practically rewooded.

Locks.

Lock No. 46.—Pier has been repaired.
Lock No. 47.—Part of foundation concreted. Old masonry pointed.
Lock No. 48.—Old masonry pointed.
Lock No. 49.—New upper gates (four). Old masonry pointed.
Weight-lock, Syracuse.—Pier at east end rebuilt.
Lock No. 50.—Pier west end rebuilt.
Lock No. 52.—New iron rack, at head, and general repairs.

Waste-weirs.

On Limestone creek feeder.—General repairs.
On Camillus feeder.—Rebuilt and lowered to confirm with enlarged canal.

Vertical Wall, Rebuilt.

Seventy-five linear feet east of Burdick's bridge on the berme.
Seventy-five linear feet east of lock No. 47, on the berme.
Two hundred and seventy-five linear feet at Beech street bridge, Syracuse, rebuilt and set back under contract.

Miscellaneous.

Oneida creek feeder has been cleaned out.
Skaneateles creek feeder has had general repairs.
Canastota basin has been thoroughly cleaned out.

OSWEGO CANAL.

Bridges.

A new iron bridge (private) was built at the east end of Fulton dam.

The following bridges have been rebuilt:

Stringer bridge over Haskins' race, Salina.

Free street and Spring street, over north side cut, Salina.

First change bridge above lock No. 11.

Swing, over lock at Caughdenoy, Oneida river improvement.

The following have had important repairs:

James street, Willow street and Division street, Syracuse, replanked.

Greenpoint road and change, one roadway replanked and new guards.

Baldwinsville, Lock street, Phœnix, Seward street, Fulton and Minetto roads have been replanked.

Hubbard street, Oswego, has had new needlebeams, joists and plank.

Other bridges have had minor repairs.

Dams and Bulkheads.

Bulkhead at east end of Fulton dam was rebuilt.

Locks.

No. 6.—Two lower gates were rebuilt.

Guard-lock No. 4.—Two middle gates and two miter sills were rebuilt.

Lock No. 15.—Two lower gates were rebuilt.

Sluices (timber).

One sluice through tow-path rebuilt on river level below lock No. 5.

River Walls.

One hundred and fifty feet of wall below guard-lock No. 4. The original river wall at this point was the foundation to a private mill. It had become gradually disintegrated, and last spring split, one-half of it falling into the canal. A substantial wall was built in front (canal side) to a point one foot above water-surface of canal, making it perfectly secure.

Above lock No. 18, the river wall had become badly broken by the action of ice. It is now in course of thorough repair. These repairs will probably be finished before the close of navigation, but as the stone are small, it may be necessary to reinforce it with a wall of heavier stone on the river side to resist ice action. Such a wall should be carried fully above high-water mark.

Slope Wall.

Between lock No. 16 and guard-lock No. 5 the slope wall on river level has been repaired and put in good condition.

Brush has been cut on river slope wall between lock No. 7 and guard-lock No. 4.

CAYUGA AND SENECA CANAL.

Bridges.

Tow-path bridges have been rebuilt as follows:

One over White creek.

Two over factory flumes, Seneca Falls.

All between locks Nos. 7 and 8.

Two below lock No. 10 (Cayuga branch).

The following have been replanked:

Lake street, Geneva, south roadway.

Preëmption road, Geneva.

Ovid street, Seneca Falls, west roadway.

The two swing-bridges of the Fall Brook Coal Company, at Geneva, have been removed.

Dams.

Demont's, has been strengthened by loose stone (rip-rap).

Locks.

Lock No. 1. Two new balance beams.

Lock No. 4. Docking repaired.

Lock No. 6. Two new upper gates.

Lock No. 7. Two new lower gates, miter-sills and floor.

Lock No. 9. Two new upper gates.

Miscellaneous.

Light-house at Geneva has been repainted.

Castle creek receiver, Geneva, has been dredged out.

Other structures have had ordinary repairs.

BLACK RIVER CANAL.

Aqueducts.

All have had ordinary repairs, and all piers and abutments have been pointed.

Bridges.

Harrington, Wilcox, Adams, Westernville and Sugar river (three spans) have been rebuilt.

Also, tow-path bridges at locks Nos. 69, 94, 102, 107, and six not specified on section No. 2 have been rebuilt.

Castorland bridge, draw (iron), eighty-six feet long, turn-table and circle have been rebuilt.

Whitney's bridge has had new floor.

Tow-path bridges near locks Nos. 99, 105 and 108 have had new floors. Other have been generally repaired.

Culverts.

Outlets to Hall's, and arch No. 3 on Forestport feeder have been cleaned out twice.

Docking.

Three hundred lineal feet on tow-path above lock No. 1 has been rebuilt. The docking at the head of many of the locks has been repaired.

Dyke.

Between Delta dam and the guard-lock has been strengthened.

Locks.

Nos. 8 and 48 have been rebuilt under contract.

Nos. 1, 46, 59 and 60 have settled and the jaws were dressed off.

No. 8 has had three new gates.

Nos. 3, 23 and 30 have had two new gates.

Nos. 5, 10, 16, 31, 33, 34, 41, 48, 50, 59, 67 and 70 have had one new gate, also fourteen new gates (location not specified) have been put in on Section No. 2.

Otter creek lock on Black River improvement, has had one new gate.

Nos. 5, 22, 27, 29, 36, 37, 43, 44, 45, 51, 56, 57, 65, 69, 70, 71, 83, 85, 86, 91, 95 and 105 have had new miter-sills.

Nos. 27 and 47, new lock-houses have been built.

Nos. 13, 17, 22 and 24, lock-houses have been repaired.

Nos. 75, 77, 78, 79, 80, 85, 86 and 89, have been relined in whole or in part.

Nos. 94 and 100, have each had one new hollow quoin.

Nos. 75, 86, 88, 89, 90, 94, 97, 99, 100 and 101, sluices have been repaired.

Other locks have received general minor repairs.

Waste-weirs.

That at State dam at lock No. 33, and that at lock No. 48, have been repaired. New bulkheads and walks built and walls pointed.

Slope Wall.

Two hundred and fifty lineal feet along tow-path near lock No. 24, river side, and 100 lineal feet near Williams dock on Forestport feeder, have been built to strengthen the bank.

The tow-path has been raised and prism cleaned out generally.

ORDINARY REPAIRS NEEDED — ERIE CANAL.

Aqueducts.

Sauquoit, needs new sides.

Cowassalon, needs new sides and outside floor timbers.

Limestone, needs new floor plank and lining and perhaps new side plank.

Butternut, needs new floor plank and lining.

Jordan, needs general repairs.

Centerport, needs new floor plank and lining.

Port Byron, needs new side on berme.

Crane Brook, needs new floor plank and lining.

Seneca River, needs rewooding four spans (timber on hand).

Bridges.

No. 27. Christman's, farm is unsafe, should be rebuilt.

No. 82. Manlius Center road, should be rebuilt, (timber on hand).

No. 105. Genesee street, Geddes, is all right for ordinary traffic, but should have an additional roadway to accommodate the street railway. The abutments will have to be lengthened to do this.

No. 109. Gere's Landing road, should be rebuilt.

No. 123. Fountainville road, should be rebuilt.

No. 4. Broad street, Utica, needs new sidewalks, planking and general repairs.

No. 15. Breeze street, Utica, needs painting.

No. 16. Schuyler street, Utica, needs rewooding.

No. 21. Clinton street, Whitesboro, should have iron needle beams and wider sidewalk.

No. 25. Bradley road, should have iron needle beams.

No. 37. James street, Rome, needs replanking (this is to be done by the street railroad company).

No. 128. Seneca street, Weedsport, needs replanking.

No. 130. Brutus street, Weedsport, needs replanking.

No. 139, McLeods road, needs some new joists.

Culverts.

One at starch factory, Utica, masonry needs extensive repairs.

One near Clay street, Utica, north wings and parapet need relaying.

Four culverts, between Higginsville and Durhamville, tow-path wings need relaying.

Harbor brook, Geddes, retaining walls, tow-path side, should be rebuilt.

First, east of Putnam brook, coping and tow-path wings should be replaced.

First, east of Port Byron aqueduct, tow-path wings should be rebuilt.

Second, west of May's Point (last culvert on this division), tow-path wings should be rebuilt.

Feeders.

Oriskany should be improved, see general report under "navigation, etc."

Chittenango, bulkhead should be rebuilt.

Putnam brook, masonry and receiver should be rebuilt.

Port Byron, banks near dam at head need strengthening; pipe has some bad leaks, which grow worse year by year, should be repaired this season; coping on receiver, east wing, should be replaced.

Locks.

No. 46 needs two lower gates, berme lock.

No. 47 needs new wood-work for machinery (ordered).

No. 47 needs new hollow quoin, jambs and caps for tumble-gates.

No. 47 needs new pier at east end.

No. 48 needs new wood-work for machinery (ordered).

No. 48 needs new jambs, caps and tumble-gates, tow-path side.

No. 51, pier at head needs two new courses.

No. 51, two new balance beams needed.

Waste-weirs and bulkheads.

Ballou's, at Utica, needs new bulkhead and masonry pointed.

Tefft's, between Oriskany and Rome, needs new bulkhead, planking below spillway, and spillway relaid.

Fort Bull, near Rome, needs new bulkhead and spillway relaid.

Higginsville, masonry should be relaid and new bulkhead built.

Vertical wall.

On the berme, from east line of Oneida county to Ballou waste-weir, it is in very bad condition, as is the case at many other points in the city of Utica. Provision should be made for about one mile in all at this point.

At foot of lock fifty-one the new vertical wall on berme is undermined and settled. Should be rebuilt with sheet piling in front of foundation.

One hundred and twenty lineal feet east of Jordan feeder should be relaid.

Miscellaneous.

The gates should be taken out of old dry-dock at Grove Spring and the berme bank built across the opening.

The tumble-gate at entrance of new Oneida Lake canal should be taken out and tow-path bank built across the opening.

The bank (tow-path) west of Salt street bridge, Montezuma, should be loaded with brush and stone to prevent sliding.

OSWEGO CANAL.

Bridges.

Willow street, Syracuse, sidewalks need replanking.

Stringer bridge, at Haskins' mill, Salina, needs replanking.

Park street, over Oswego canal, needs replanking.

Park street, over south side-cut, needs replanking.

Bridge over discharge race from Mud creek spillway, needs replanking.

Greenpoint road, south roadway, needs replanking.

Road and change, near lock 5, needs new joists,

Over Onondaga outlet, needs replanking.

Cold Spring road, masonry needs pointing; bridge needs replanking.

Belgium road, masonry needs pointing; bridge needs replanking.

Broadway, Fulton, needs new sidewalks.

Oneida street, Fulton, should be rewooded entire, and iron needle-beams put in in place of wood.

Road and change, below lock 10, needs replanking.

Culverts.

Mud creek, Salina, needs new rack.

Bloody brook, Liverpool, needs cleaning out.

First north of Liverpool road bridge needs cleaning out.

The wooden box-culvert running alongside of lock No. 7, which gave so much trouble while the lock was being lengthened last winter, is in bad condition and should be replaced by a culvert running directly across the canal, above the lock. I would recommend a twenty-inch pipe for this work.

Dams and Bulkheads.

Bulkhead at east end of Oswego Falls dam should be rebuilt.

High dam at Oswego leaks badly; needs filling in upper side.

Oswego dam has a poor apron; should be replaced by a sloping apron of timber.

Locks.

Nos. 1, 2, 7 and 9 need two upper gates each.

No. 3 needs one upper gate.

Nos. 10, 13 and guard-lock 3 need two lower gates each.

Side-cut lock at Fulton needs two upper gates (provided for).

Upper end of sluice at lock No. 1 needs rebuilding.

No. 4 (north side-cut) needs lower miter-sill and bottom replanked.

Guard-lock 3 and lock 17 need new lock-houses.

Timber-lock on Baldwinsville side-cut needs four gates and four new quoins; sides should be taken down four courses and relaid.

Piers

at outlet of Onondaga lake are so far decayed that they are little more than banks of rip-rap; should be rebuilt.

Sluices (timber).

Ten need rebuilding on river level, between lock No. 5 and Three-River Point.

Spillways

Spillway below lock No. 8 should be rebuilt.

State Shop

at Fulton needs reshingling.

The mill on berme, between guard-lock 5 and lock 17, owned by Penfield & Johnson, was burned during the summer. The division wall between mill-pit and canal is very weak, and should be rebuilt, without fail, before opening of canal in the spring, and made heavier.

The brush along the tow-path on the river levels has grown so high as to seriously interfere with navigation. It has been cut between lock 7 and guard-lock No. 3; should be cut on all the other river levels.

CAYUGA AND SENECA CANAL.

Bridges.

Swing, over lock No. 10 (Cayuga), track needs leveling.

Tow-path bridge, near Geneva and Lyons railroad, needs rebuilding.

Lake street, Geneva, north roadway, needs replanking.

Locks.

No. 2 needs two lower gates and repairs to bottom.

No. 3 needs two lower gates.

No. 6 bottom needs repairs. Will have to be pumped.

No. 8 needs four new gates. Should be pumped and relined.

No. 11 needs two new balance-beams.

Piers.

At Geneva, all need new top-sticks.

Waste-weir.

Between locks No. 5 and 6, needs new bulkhead (provided for).

Piles and fenders should be driven at the sharp bend at the junction of canal, round the foot of Seneca lake and the outlet. The curve is so sharp that boats must hug the shore, and without the fenders are almost sure to get aground.

BLACK RIVER CANAL.

Aqueducts.

Lansing Kill and Sugar river trunks should be rebuilt.

Bridges.

New abutments should be built under the David Jones and Carpenter bridges.

Whittlesey's and Beach's, over Black river improvement, should have new swings or the old ones extensively repaired.

Illingworth's needs replanking.

Two more iron spans should be built at the Castorland bridge, making it an entire iron bridge.

Dams.

On second Bisby and the "Old Forge" dam need repairs.

Locks.

Nos. 1, 46, 59 and 60 have settled continually and need cutting off every year to enable boats to pass.

Nos. 12, 37 and 55 have also given much trouble, mainly from the face of stone breaking off and projecting into the chamber. All these locks should be rebuilt. (No. 60 is to be let this fall.)

Nos. 8, 92 and 93 should be relined.

No. 76 needs thorough repairs.

Ten new miter-sills and ten new gates are needed on section No. 2. (Location not specified.)

The other locks which have not been pointed, should be next spring.

ENGINEERING.

This division has been under the charge of Denison Richmond as division engineer, and Henry T. Beach as resident engineer, during the fiscal year.

The extraordinary work has been so scattered as to require a seemingly large force of assistants, and has caused a large expense for travel, which, however, has been kept as low as was consistent with the proper performance of the work.

Considerable time has been spent in making surveys and maps, and collecting data for the Board of Claims, which has been done under the special appropriation for the purpose. A further appropriation should be made for this class of work for the coming year.

Maps, plans and specifications have been made for most of the new work, and others are in course of preparation.

Work done under ordinary repairs has been promptly attended to.

I attach table No. 1 showing distribution of engineering expenses, No. 2 showing status of construction work under special appropriations, and No. 3 giving the water record of Cayuga and Cross lakes and Seneca river, as per concurrent resolution of 1884.

This record does not accomplish the desired object, if I understand it correctly. The dates of measurements are fixed by the resolution, and do not show either highest or lowest water, nor do the results afford any comparison between the original and present condition of the lakes and river. If it is desirable to continue these measurements, self-registering gauges should be set at the specified points, which would give a complete record of the fluctuations of the water.

The comparative condition can not be obtained, as no records exist of the state of lakes and river channel before the attempted improvement of the river channel. I doubt if any good result will follow the continuance of these measurements.

All of which is respectfully submitted.

H. T. BEACH,
Acting Division Engineer.

NOTE. November sixteenth. Through the sudden and unexpected death of Mr. Richmond, a few days after the close of the fiscal year, the duty of writing his report devolved on me. I have endeavored to incorporate his views in the report, but as we had had no special consultation in the matter, I have been compelled to follow my own ideas in the main. I think they are in practical agreement with his.

H. T. BEACH.

TABLE No. 1.

Statement showing the names, rank and compensation of engineers employed on the middle division of the New York State canals, together with the incidental expenses for the fiscal year ending September 30, 1888.

ORDINARY REPAIRS — ERIE CANAL.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
Denison Richmond	Division engineer	Salary			$2,400	$1,117 46
Denison Richmond	Division engineer	Travel				141 61
H. T. Beach	Resident engineer	Salary			2,000	55' 86
H. T. Beach	Resident engineer	Travel				42 25
David E. Whitford	Assistant engineer in charge	Salary	38	$6 00		228 00
David E. Whitford	Assistant engineer in charge	Travel				25 35
Chas. G. Witbeck	Assistant engineer in charge	Salary	14	6 00		84 00
Chas. G. Witbeck	Assistant engineer in charge	Travel				18 64
R. R. Stuart	Leveler	Salary	93	4 50		418 50
R. R. Stuart	Leveler	Travel				77 28
Arthur V. Meeker	Leveler	Salary	235	4 50		1,057 50
Arthur V. Meeker	Leveler	Travel				15 62
E. D. Breed	Leveler	Salary	55	4 50		247 50
E. D. Breed	Leveler	Travel				60 74
Ambrose C. Driscoll	Rodman	Salary	7	3 50		24 50
S. L. Way	Rodman	Salary	10	3 50		35 00
S. L. Way	Rodman	Travel				8 36
T. V. Owens	Chainman	Salary	62	2 50		155 00
T. V. Owens	Chainman	Travel				63 21
Henry Blum	Chainman	Salary	7	2 50		17 50
Henry Blum	Chainman	Travel				2 31
						$4,392 19
Incidental expenses.						
Stationery					$283 26	
Fuel and light					63 30	
Postage and telegraph					113 75	
Miscellaneous					543 08	
						1,003 39
						$5,395 58

TABLE No. 1 — *Statement of engineering expenses* — (Continued).

ORDINARY REPAIRS — OSWEGO CANAL.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
Denison Richmond	Division engineer	Salary			$2,400 00	$550 00
Denison Richmond	Division engineer	Travel				83 16
H. T. Beach	Resident engineer	Salary			2,000 00	650 00
H. T. Beach	Resident engineer	Travel				203 06
Charles G. Whitbeck	Assistant engineer in charge	Salary	27	$6 00		162 00
Charles G. Whitbeck	Assistant engineer in charge	Travel				71 24
R. R. Stuart	Leveler	Salary	22	4 50		99 00
R. R. Stuart	Leveler	Travel				49 81
F. M. Thomas	Leveler	Salary	16	4 50		72 00
F. M. Thomas	Leveler	Travel				10 50
Theodore A. Hendrickson	Rodman	Salary	21	3 50		73 50
Theodore A. Hendrickson	Rodman	Travel				27 00
S. L. Way	Rodman	Salary	5	3 50		17 50
S. L. Way	Rodman	Travel				1 45
Frank D. Lamouree	Rodman	Salary	7	3 50		24 50
Frank D. Lamouree	Rodman	Travel				7 05
Henry Blum	Chainman	Salary	26	2 50		65 00
Henry Blum	Chainman	Travel				9 40
John H. Costigan	Chainman	Salary	16	2 50		40 00
John H. Costigan	Chainman	Travel				12 10
Dennis Sullivan	Chainman	Salary	26	2 50		65 00
Dennis Sullivan	Chainman	Travel				11 65
						$2,304 92
	Incidental expenses.					
Miscellaneous						48 00
						$2,352 92

TABLE No. 1 — *Statement of engineering expenses* — (Continued).

ORDINARY REPAIRS — CAYUGA AND SENECA CANAL.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
Denison Richmond	Division engineer	Salary			$2,400	$169 08
Denison Richmond	Division engineer	Travel				21 98
H. T. Beach	Resident engineer	Salary			2,000	21 30
H. T. Beach	Resident engineer	Travel				6 56
R. R. Stuart	Leveler	Salary	2	$4 50		9 00
R. R. Stuart	Leveler	Travel				4 32
Total for Cayuga and Seneca canals						$232 24

BLACK RIVER CANAL.

Denison Richmond	Division engineer	Salary			$2,400	$375 00
Denison Richmond	Division engineer	Travel				82 39
H. T. Beach	Resident engineer	Salary			2,000	256 10
H. T. Beach	Resident engineer	Travel				36 94
David E. Whitford	Assistant engineer in charge	Salary	30	$6 00		180 00
David E. Whitford	Assistant engineer in charge	Travel				66 06
C. E. Phelps	Surveyor	Salary	59	5 00		295 00
C. E. Phelps	Surveyor	Travel				282 83
E. D. Breed	Leveler	Salary	105	4 50		472 50
E. D. Breed	Leveler	Travel				220 51
R. R. Stuart	Leveler	Salary	17	4 50		76 50
R. R. Stuart	Leveler	Travel				27 32
F. N. Phelps	Leveler	Salary	26	4 50		117 00
Frank D. Lamouree	Rodman	Salary	147	3 50		514 50
Frank D. Lamouree	Rodman	Travel				85 59
Ambrose C. Driscoll	Rodman	Salary	83	3 50		290 50
Ambrose C. Driscoll	Rodman	Travel				15 09
L. L. Way	Rodman	Salary	5	3 50		17 50
L. L. Way	Rodman	Travel				9 66
T. V. Owens	Chainman	Salary	115	2 50		287 50
T. V. Owens	Chainman	Travel				116 73
Henry Blum	Chainman	Salary	1	2 50		2 50
Henry Blum	Chainman	Travel				3 06
F. C. Phelps	Chainman	Salary	26	2 50		65 00
E. B. Herrington	Chainman	Salary	31	2 50		77 50

TABLE No. 1 — *Statement of engineering expenses* — (Continued).

ORDINARY REPAIRS — BLACK RIVER CANAL — (*Continued*).

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
F. S. Fanning	Chainman	Salary ...	31	$2 50	.....	$77 50
R. M. Jones	Axman	Salary ...	26	2 00	.....	52 00
I. C. Dunbar	Axman	Salary ...	29	2 00	.....	58 00
George Phillips	Flagman	Salary ...	26	2 00	.....	52 00
Total for Black River canal						$4,212 78
CHEMUNG CANAL.						
Denison Richmond	Division engineer	Salary ...	.....	.....	$2,400 00	$50 00
Denison Richmond	Division engineer	Travel ...	.....	.....	.....	7 08
H. T. Beach	Resident engineer	Salary ...	.....	.....	.....	5 43
Total for Chemung canal						$62 51

SUMMARY.

Erie canal	$5,395 58
Oswego canal	2,352 92
Cayuga and Seneca canal	232 24
Black River canal	4,212 78
Chemung canal	62 51
Total engineering ordinary repairs	$12,256 03

WIDENING THE ERIE CANAL, ETC., NEAR LOCK 47, AT BEECH STREET, SYRACUSE.

Chap. 646, *Laws of* 1886.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Total Amount.
David E. Whitford	Assistant engineer in charge	Salary	43	$6 00	.....	$258 00
David E. Whitford	Assistant engineer in charge	Travel	.....	.....	.....	4 65
R. R. Stuart	Leveler	Salary	66	4 50	.....	297 00
R. R. Stuart	Leveler	Travel	.....	.....	.....	17 78
Henry Blum	Chainman	Salary	18	2 50	.....	45 00
Henry Blum	Chainman	Travel	.....	.....	.....	1 75
Total						$624 18

EXTRAORDINARY REPAIRS — ERIE CANAL.

Lengthening locks — Chap. 113, *Laws of* 1887.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
David E. Whitford	Assistant engineer in charge	Salary	32	$6 00		$192 00
David E. Whitford	Assistant engineer in charge	Travel				25 00
Ellis B. Noyes	Assistant engineer in charge	Salary	108	6 00		648 00
Ellis B. Noyes	Assistant engineer in charge	Travel				78 56
Arthur V. Meeker	Leveler	Salary	78	4 50		351 00
Arthur V. Meeker	Leveler	Travel				24 69
E. D. Breed	Leveler	Salary	15	4 50		67 50
E. D. Breed	Leveler	Travel				25 21
Ambrose C. Driscoll	Rodman	Salary	132	3 50		462 00
Ambrose C. Driscoll	Rodman	Travel				16 37
Theo. A. Hendrickson	Rodman	Salary	2	3 50		7 00
Theo. A. Hendrickson	Rodman	Travel				8 86
S. L. Way	Rodman	Salary	139	3 50		486 50
S. L. Way	Rodman	Travel				42 45
T. V. Owens	Chainman	Salary	8	2 50		20 00
T. V. Owens	Chainman	Travel				16 93
Henry Blum	Chainman	Salary	29	2 50		72 50
Henry Blum	Chainman	Travel				5 16
Dennis Sullivan	Chainman	Salary	14	2 50		35 00
Dennis Sullivan	Chainman	Travel				17 72
						$2,602 45
Incidental expenses.						
Fuel and light					$21 05	
Miscellaneous					213 25	
						234 30
Total						$2,836 75

Lift bridge at John street, Utica, Chap. 274, *Laws of* 1887.

George P. Hilton, preparing plans	$108 00

LIFT-BRIDGE AT WEST STREET, SYRACUSE.

Chapter 233, *Laws of* 1888.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
David E. Whitford	Assistant engineer in charge	Salary	24	$6 00		$144 00
E. D. Breed	Leveler	Salary	27	4 50		121 50
A. C. Driscoll	Rodman	Salary	8	3 50		28 00
T. V. Owens	Chainman	Salary	10	2 50		25 00
Total						$318 50

SURVEY FOR DRAINING OLD CANAL AT ROME.

Chapter 371, *Laws of* 1888.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
David E. Whitford	Assistant engineer in charge	Salary	6	$6 00		$36 00
David E. Whitford	Assistant engineer in charge	Travel				2 06
Charles G. Whitbeck	Assistant engineer in charge	Salary	4	6 00		24 00
Charles G. Whitbeck	Assistant engineer in charge	Travel				5 44
E. D. Breed	Leveler	Salary	5	4 50		22 50
E. D. Breed	Leveler	Travel				7 37
Theo. A. Hendrickson	Rodman	Salary	10	3 50		35 00
Theo. A. Hendrickson	Rodman	Travel				16 68
S. L. Way	Rodman	Salary	1	3 50		3 50
S. L. Way	Rodman	Travel				2 56
John H. Costigan	Chainman	Salary	2	2 50		5 00
John H. Costigan	Chainman	Travel				1 56
Henry Blum	Chainman	Salary	4	2 50		10 00
Henry Blum	Chainman	Travel				7 17
						$178 84
Incidental expenses.						
Miscellaneous						7 50
Total						$186 34

EXTRAORDINARY REPAIRS — SURVEY OF THE JORDAN LEVEL.

Deepening the Erie canal — Chap. 416, *Laws of* 1888.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
David E. Whitford	Assistant engineer in charge	Salary	9	$6 00		$54 00
David E. Whitford	Assistant engineer in charge	Travel				14 32
R. R. Stuart	Leveler	Salary	24	4 50		108 00
R. R. Stuart	Leveler	Travel				14 88
S. L. Way	Rodman	Salary	12	3 50		42 00
S. L. Way	Rodman	Travel				10 22
Ambrose C. Driscoll	Rodman	Salary	10	3 50		35 00
Ambrose C. Driscoll	Rodman	Travel				16 23
T. V. Owens	Chainman	Salary	43	2 50		107 50
T. V. Owens	Chainman	Travel				18 39
						$420 54
Incidental Expenses.						
Miscellaneous						68 55
Total						$489 09

Extraordinary Repairs — Oswego Canal.

Lengthening locks — Chap. 113 *Laws of* 1887.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
H. T. Beach	Resident engineer	Salary	.....	.....	$2,000 00	$333 34
H. T. Beach	Resident engineer	Travel	.....	.....	.....	49 65
Charles G. Whitbeck	Assistant engineer in charge	Salary	189	$6 00	.....	1,134 00
Charles G. Whitbeck	Assistant engineer in charge	Travel	.....	.....	.....	456 14
F. M. Thomas	Leveler	Salary	188	4 50	.....	846 00
F. M. Thomas	Leveler	Travel	.....	.....	.....	10 35
R. R. Stuart	Leveler	Salary	67	4 50	.....	301 50
R. R. Stuart	Leveler	Travel	.....	.....	.....	49 15
Theo. A. Hendrickson	Rodman	Salary	189	3 50	.....	661 50
Thomas A. Hendrickson	Rodman	Travel	.....	.....	.....	68 15
Henry Blum	Chainman	Salary	32	2 50	.....	80 00
Henry Blum	Chainman	Travel	.....	.....	.....	18 36
John H. Costigan	Chainman	Salary	178	2 50	.....	445 00
John H. Costigan	Chainman	Travel	.....	.....	.....	64 62
Charles R. Reed	Chainman	Salary	195	2 50	.....	487 50
Charles R. Reed	Chainman	Travel	.....	.....	.....	65 55
Dennis Sullivan	Chainman	Salary	109	2 50	.....	272 50
Dennis Sullivan	Chainman	Travel	.....	.....	.....	8 00
						$5,351 31
Incidental Expenses.						
Stationery					$16 00	
Postage and telegraph					21 50	
Miscellaneous					46 72	
						84 22
Total for Oswego canal						$5,435 53

EXTRAORDINARY REPAIRS — OSWEGO CANAL.

Dredging the Liverpool level — Chapter 113, *Laws of* 1887.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
Charles G. Witbeck	Assistant engineer in charge	Salary	25	$6 00		$150 00
Charles G. Witbeck	Assistant engineer in charge	Travel				84 77
F. M. Thomas	Leveler	Salary	25	4 50		112 50
F. M. Thomas	Leveler	Travel				22 72
F. D. Lamouree	Rodman	Salary	47	3 50		164 50
F. D. Lamouree	Rodman	Travel				28 76
A. C. Driscoll	Rodman	Salary	2	3 50		7 00
A. C. Driscoll	Rodman	Travel				95
Theodore A. Hendrickson	Rodman	Salary	28	3 50		98 00
Theodore A. Hendrickson	Rodman	Travel				34 30
J. H. Costigan	Chainman	Salary	25	2 50		62 50
J. H. Costigan	Chainman	Travel				22 20
D. Sullivan	Chainman	Salary	8	2 50		20 00
D. Sullivan	Chainman	Travel				2 75
Henry Blum	Chainman	Salary	67	2 50		167 50
Henry Blum	Chainman	Travel				24 45
T. V. Owens	Chainman	Salary	2	2 50		5 00
T. V. Owens	Chainman	Travel				90
Total for Liverpool level						$1,008 80

Extraordinary Repairs — Oswego Canal.

Lengthening locks — Chapter 416, Laws of 1888.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
Charles G. Whitbeck	Assistant engineer in charge	Salary	46	$6 00		$276 00
Charles G. Whitbeck	Assistant engineer in charge	Travel				22 29
F. M. Thomas	Leveler	Salary	65	4 50		292 50
F. M. Thomas	Leveler	Travel				75
R. R. Stuart	Leveler	Salary	2	4 50		9 00
R. R. Stuart	Leveler	Travel				5 50
Theodore A. Hendrickson	Rodman	Salary	50	3 50		175 00
Theodore A. Hendrickson	Rodman	Travel				16 15
A. C. Driscoll	Rodman	Salary	2	3 50		7 00
A. C. Driscoll	Rodman	Travel				1 50
S. L. Way	Rodman	Salary	22	3 50		77 00
S. L. Way	Rodman	Travel				7 36
Henry Blum	Chainman	Salary	10	2 50		25 00
Henry Blum	Chainman	Travel				
Charles R. Breed	Chainman	Salary	30	2 50		75 00
Charles R. Breed	Chainman	Travel				9 25
John H. Costigan	Chainman	Salary	42	2 50		105 00
John H. Costigan	Chainman	Travel				2 50
Total for Oswego canal						$1,106 80

CAYUGA AND SENECA CANAL.

Removing obstructions and improving locks — Chap. 113, *Laws of* 1887.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
David E. Whitford	Assistant engineer in charge	Salary	6	$6 00		$36 00
David E. Whitford	Assistant engineer in charge	Travel				6 94
E. D. Breed	Leveler	Salary	2	4 50		9 00
E. D. Breed	Leveler	Travel				4 90
T. V. Owens	Chainman	Salary	3	2 50		7 50
T. V. Owens	Chainman	Travel				7 30
Total						$71 64

CHEMUNG CANAL.

Basin at Havana and opening the lake level — Chap. 416, *Laws of* 1888.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
David E. Whitford	Assistant engineer in charge	Salary	10	$6 00		$60 00
David E. Whitford	Assistant engineer in charge	Travel				12 49
R. R. Stuart	Leveler	Salary	4	4 50		18 00
R. R. Stuart	Leveler	Travel				8 89
A. C. Driscoll	Rodman	Salary	6	3 50		21 00
A. C. Driscoll	Rodman	Travel				12 10
S. L. Way	Rodman	Salary	4	3 50		14 00
S. L. Way	Rodman	Travel				8 39
T. V. Owens	Chainman	Salary	4	2 50		10 00
T. V. Owens	Chainman	Travel				6 99
Total						$171 86

EXTRAORDINARY REPAIRS.

Dredging the outlet of Crooked lake—Chap. 234, *Laws of* 1887.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
David E. Whitford	Assistant engineer in charge	Salary	57	$6 00		$342 00
David E. Whitford	Assistant engineer in charge	Travel				46 33
E. D. Breed	Leveler	Salary	9	4 50		40 50
E. D. Breed	Leveler	Travel				10 96
R. R. Stuart	Leveler	Salary	6	4 50		27 00
R. R. Stuart	Leveler	Travel				19 03
F. M. Thomas	Leveler	Salary	3	4 50		13 50
F. M. Thomas	Leveler	Travel				6 48
S. L. Way	Rodman	Salary	5	3 50		17 50
S. L. Way	Rodman	Travel				13 35
T. V. Owens	Chainman	Salary	55	2 50		137 50
T. V. Owens	Chainman	Travel				64 63
Henry Blum	Chainman	Salary	17	2 50		42 50
Henry Blum	Chainman	Travel				12 96
Total under chapter 234, Laws of 1887						$794 24

EXTRAORDINARY REPAIRS — CROOKED LAKE OUTLET.

Chapter 206, *Laws of* 1888.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
David E. Whitford	Assistant engineer in charge	Salary	54	$6 00		$324 00
David E. Whitford	Assistant engineer in charge	Travel				76 20
E. D. Breed	Leveler	Salary	38	4 50		171 00
E. D. Breed	Leveler	Travel				38 69
A. C. Driscoll	Rodman	Salary	15	3 50		52 50
A. C. Driscoll	Rodman	Travel				5 98
T. V. Owens	Chainman	Salary	14	2 50		35 00
T. V. Owens	Chainman	Travel				16 60
						$719 97

EXTRAORDINARY REPAIRS — IMPROVING THE HARBOR OF CANANDAIGUA LAKE.

Chapter 192, *Laws of* 1888.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
David E. Whitford	Assistant engineer in charge	Salary	7	$6 00		$42 00
David E. Whitford	Assistant engineer in charge	Travel				10 06
E. D. Breed	Leveler	Salary	14	4 50		63 00
E. D. Breed	Leveler	Travel				14 25
S. L. Way	Rodman	Salary	3	3 50		10 50
S. L. Way	Rodman	Travel				9 86
Henry Blum	Chainman	Salary	3	2 50		7 50
Henry Blum	Chainman	Travel				8 23
Total						$165 40

Extraordinary Repairs — Beaver River Reservoir.

Chap. 330, *Laws of* 1886.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
C. E. Phelps	Surveyor	Salary	28	$5 00		$140 00
C. E. Phelps	Surveyor	Travel				55 50
F. N. Phelps	Leveler	Salary	26	4 50		117 00
F. N. Phelps	Leveler	Travel				19 50
F. C. Phelps	Chainman	Salary	26	2 50		65 00
F. C. Phelps	Chainman	Travel				19 50
F. S. Fanning	Chainman	Salary	26	2 50		65 00
F. S. Fanning	Chainman	Travel				19 50
E. B. Harrington	Chainman	Salary	26	2 50		65 00
E. B. Harrington	Chainman	Travel				19 50
R. M. Jones	Axman	Salary	26	2 00		52 00
R. M. Jones	Axman	Travel				19 50
J. C. Dunbar	Axman	Salary	26	2 00		52 00
J. C. Dunbar	Axman	Travel				19 50
George Phillips	Flagman	Salary	26	2 00		52 00
George Phillips	Flagman	Travel				19 50
Total						$800 00

SURVEYS FOR STATE BOARD OF CLAIMS — ERIE CANAL.

Chapter 249, *Laws of* 1888.

NAMES.	Rank.	Salary or travel.	Number of days.	Rate per day.	Rate per year.	Amount.
Denison Richmond	Division engineer	Salary			$2,400 00	$138 46
Denison Richmond	Division engineer	Travel				17 46
H. T. Beach	Resident engineer	Salary			2,000 00	83 33
H. T. Beach	Resident engineer	Travel				14 22
Charles G. Witbeck	Assistant engineer in charge	Salary	14	$6 00		84 00
Charles G. Witbeck	Assistant engineer in charge	Travel				43 05
R. R. Stuart	Leveler	Salary	12	4 50		54 00
R. R. Stuart	Leveler	Travel				12 78
F. M. Thomas	Leveler	Salary	14	4 50		63 00
F. M. Thomas	Leveler	Travel				7 58
Theodore A. Hendrickson	Rodman	Salary	17	3 50		59 50
Theodore A. Hendrickson	Rodman	Travel				9 76
Henry Blum	Chainman	Salary	9	2 50		22 50
Henry Blum	Chainman	Travel				7 33
M. J. Rosa	Chainman	Salary	14	2 50		35 00
M. J. Rosa	Chainman	Travel				4 72
M. F. Wemple	Chainman	Salary	7	2 50		17 50
M. F. Wemple	Chainman	Travel				2 72
						$676 91
Incidental expenses.						
Stationery						14 02
Total						$690 93

OSWEGO CANAL.

H. T. Beach	Resident engineer	Salary			$2,000	$98 64
H. T. Beach	Resident engineer	Travel				10 82
Chas. G. Witbeck	Assistant engineer in charge	Salary	4	$6 00		24 00
Chas. G. Witbeck	Assistant engineer in charge	Travel				7 03
F. M. Thomas	Leveler	Salary	12	4 50		54 00
F. M. Thomas	Leveler	Travel				9 71
Theo. A. Hendrickson	Rodman	Salary	11	3 50		38 50
Theo. A. Hendrickson	Rodman	Travel				12 70
A. C. Driscoll	Rodman	Salary	1	3 50		3 50
A. C. Driscoll	Rodman	Travel				2 80

Henry Blum	Chainman	Salary	7	2 50	.....	17 50
Henry Blum	Chainman	Travel	.....	.....	.....	2 75
M. J. Rosa	Chainman	Salary	5	2 50	.....	12 50
M. J. Rosa	Chainman	Travel	.....	.....	.....	4 00
						$298 45

Incidental expenses.

Miscellaneous	28 00
Total	$326 45

CHEMUNG CANAL.

Chas. G. Witbeck	Assistant engineer in charge	Salary	11	$6 00	.....	$66 00
Chas. G. Witbeck	Assistant engineer in charge	Travel	.....	.....	.....	32 12
F. M. Thomas	Leveler	Salary	3	4 50	.....	13 50
F. M. Thomas	Leveler	Travel	.....	.....	.....	16 24
Theo. A. Hendrickson	Rodman	Salary	3	3 50	.....	10 50
Theo. A. Hendrickson	Rodman	Travel	.....	.....	.....	16 24
M. J. Rosa	Chainman	Salary	2	2 50	.....	5 00
M. J. Rosa	Chainman	Travel	.....	.....	.....	9 12
M. F. Wemple	Chainman	Salary	2	2 50	.....	5 00
M. F. Wemple	Chainman	Travel	.....	.....	.....	9 12
Total						$182 84

TABLE No. 2.

Statement of work under contract upon the middle division of the New York State canals, for the fiscal year ending September 30, 1888.

ERIE CANAL.

CHARACTER OF WORK.	AUTHORIZED BY		Appropriation.	When let.	When to be completed.
	Chapter	Laws of			
Lengthening of berme lock No. 46	113	1887	Part of $375,000	June 28, 1887	April 1, 1888
Constructing lift-bridge, John street Utica	274	1887	9,000	Contract, Nov. 15, 1887.	Jan. 15, 1888
Constructing lift-bridge, West street, Syracuse	233	1887	13,000	Contract, March 5, 1887.	May 1, 1888
Draining the old Erie canal at Rome	371	1888	8,500	July 3, 1888	Dec. 1, 1888
Constructing vertical wall between St. James st. and Black River canal	372	1888	5,000	July 3, 1888	Oct. 15, 1888
Beach street bridge abutments and vertical wall, Syracuse	646	1886		Contract, Feb. 11, 1888.	April 1, 1888

OSWEGO CANAL.

Lengthening lock No. 7	113	1887	$50,000	August 2, 1887	April 1, 1888
Lengthening guard-lock No. 4	113	1887		August 2, 1887	April 1, 1888
Dredging the Liverpool level	113	1887	10,000	September 20, 1887	April 1, 1888
Lengthening guard-lock No. 3	416	1888	60,000	August 8, 1888	April 15, 1889
Lengthening lock No. 11	416	1888		August 8, 1888	April 15, 1889

BLACK RIVER CANAL.

Rebuilding lock 8	113	1887	$15,000	August 23, 1887	April 1, 1888
Rebuilding lock 48	113	1887		August 23, 1887	April 1, 1888
Vertical wall along Lock street, Rome	270	1888	1,200	July 3, 1888	Oct. 15, 1888

CROOKED LAKE OUTLET.

Dredging the outlet of Crooked lake	234	1887	$20,000	June 24, 1887	April 1, 1888
Dredging the outlet of Crooked lake	206	1888	15,000	Contract, May 25, 1888.	Aug. 1, 1888

CANANDAIGUA LAKE.

Deepening harbor and constructing breakwater	192	1888	$15,000	August 27, 1888	

TABLE No. 2 — *Statement of work under contract upon the middle division, etc.*— (Continued).

ERIE CANAL.

CHARACTER OF WORK.	Engineer's estimate.	Estimated cost at contract prices.	Amount done during fiscal year.	Total amount done.	Remarks.
Lengthening of berme lock No. 46	$18,500	$15,117 50	$2,805 00	$2,805 00	Stopped by injunction.
Constructing lift-bridge, John street, Utica	.....	9,000 00	*9,000 00	*9,000 00	Final rendered.
Constructing lift-bridge, West street, Syracuse	13,000	12,314 90	11,966 13	11,966 13	Final rendered.
Draining the old Erie canal at Rome	....	7,215 60	.....	.....	Stopped by injunction.
Constructing vertical wall between St. James street and Black River canal	4,500	2,986 50	527 00	527 00	In progress.
Beach street bridge abutments and vertical wall, Syracuse	4,200	3,580 25	3,626 84	3,626 84	Final rendered.

OSWEGO CANAL.

Lengthening lock No. 7	$29,000	$22,930 50	$21,086 68	$21,086 68	Final rendered.
Lengthening guard-lock No. 4	20,000	14,977 50	13,696 16	13,696 16	Final rendered.
Dredging the Liverpool level	10,000	7,385 00	7,026 32	7,026 32	Final rendered.
Lengthening guard-lock No. 3	21,500	19,836 25	1,275 00	1,275 00	In progress.
Lengthening lock No. 11	38,500	32,724 25	.....	.....	In progress.

BLACK RIVER CANAL.

Rebuilding lock 8	$7,107	$10,387 00	*$9,355 65	*$9,355 65	Final rendered.
Rebuilding lock 48	6,972	9,774 00	9,274 50	9,274 50	Final rendered.
Vertical wall along Lock street, Rome	1,200	1,046 00	.....	.....	In progress.

CROOKED LAKE OUTLET.

Dredging the outlet of Crooked lake	$20,000	$17,680 00	$15,028 00	$15,028 00	Completed; final not rendered.
Dredging the outlet of Crooked lake	13,000	11,550 00	9,350 00	9,350 00	Completed; final not rendered.

CANANDAIGUA LAKE.

Deepening harbor and constructing breakwater	$15,000	$14,135 00	.....	.....	No work done September 30.

*A portion of this work was paid for from other funds, which does not show in this table.

TABLE No. 3.

Water record of Cayuga and Cross lakes and Seneca river, as per concurrent resolution of 1884.

Water surface given below datum line.

LOCATION.	Bench-mark number.	Miles from Cayuga lock.	1884.				1885.						1886.					
			AUGUST 5, 6 AND 7.		DECEMBER 2, 3 AND 4.		MARCH 4, 5, 6 AND 7.		AUGUST 6 AND 7.		DECEMBER 2, 3 AND 4.		MARCH 8 AND 9.		AUGUST 5, 6 AND 7.		DECEMBER 7.	
			WATER.		WATER.		WATER.		WATER.		WATER.		WATER.		WATER.		WATER.	
			Surface.	Depth.	Surface.	Depth.	Surface.	Depth.	Surface.	Depth.	Surface.	Depth.	Surface.	Depth.	Surface.	Depth.	Surface.	Depth.
Cayuga lake	1	.....	— 8.59	10.49	—10.11	8.79	—10.00	9.08	— 9.33	9.75	— 8.78	10.30	— 8.11	10.97	— 8.49	10.59	— 8.33	10.75
Mud lock	2	1½	— 8.80	10.42	—10.22	9.00	—10.17	9.05	— 9.54	9.68	— 8.91	10.31	— 8.26	10.96	— 8.76	10.46	— 8.46	10.76
Canandaigua river, south of Erie canal	....	6½	—11.20	5.60	—12.86	4.00	—12.54	4.60	—11.93	5.20	—11.04	6.10	— 9.61	7.60	—11.88	5.40	—10.20	7.00
Erie canal aqueduct	3	6½	—11.42	7.03	—12.98	5.47	—12.66	5.70	—12.19	6.20	—11.26	7.10	— 9.72	8.70	—12.12	6.30	—10.35	8.10
Canandaigua river, north of Erie canal	....	6½	—11.58	5.40	—13.01	4.00	—12.83	4.90	—12.48	5.20	—11.48	6.20	— 9.93	7.80	—12.24	5.40	—10.59	7.10
W. S. R. R. crossing	4	9	—11.85	3.75	—13.20	2.40	—12.70	2.80	—12.87	2.60	—11.84	3.60	—10.24	5.20	—12.76	2.70	—10.79	4.50
			.....	7.80	.....	6.50	.....	7.70	.....	7.50	.....	8.50	.....	10.50	.....	7.60	.....	9.40
N.Y.C. & H.R.R. cross'g	5	10	—12.41	4.80	—14.19	3.00	—13.48	3.90	—13.48	3.90	—12.66	4.70	—10.74	6.60	—13.31	4.00	—11.61	5.70
Mosquito Point	6	15¼	—15.92	0.10	—16.81	*	—16.70	*	—16.04	*	—14.23	1.80	—12.15	4.00	—16.26	*	—13.39	2.60
			.....	7.20	.....	6.30	.....	6.40	.....	7.10	.....	8.90	.....	11.00	.....	7.00	.....	9.70
Cross lake	7	25	—17.32	19.20	—17.55	19.00	—18.00	18.50	—17.85	18.70	—15.38	21.10	—14.01	22.50	—17.71	18.80	—15.39	21.10

*Bed dry.

TABLE No. 3 — *Water record of Cayuga and Cross lakes and Seneca river, etc.*— (Continued).

LOCATION.	1887.						1888.				Remarks.
	MARCH 4.		AUGUST 5.		DECEMBER 2.		MARCH 2.		AUGUST 6.		
	WATER.		WATER.		WATER.		WATER.		WATER.		
	Surface.	Depth.	Surface.	Depth.	Surface.	Depth.	Surface.	Depth.	Surface.	Depth.	
Cayuga lake	— 6.69	12.39	— 8.22	10.86	— 9.75	9.33	— 9.00	10.08	— 8.88	10.20	Depth on lock miter-sill.
Mud lock	— 6.82	12.40	— 8.35	10.87	— 9.97	9.25	— 9.11	10.11	— 9.09	10.13	Depth on miter-sill.
Canandaigua river south of Erie canal	— 7.89	9.30	—10.87	6.30	.....	.....	—10.14	7.0	—11.42	5.70	Depth of river.
Erie canal aqueduct	— 8.14	10.30	—11.09	7.30	—12.42	6.0	—10.26	8.1	—11.63	6.8	Depth on aqueduct foundation.
Canandaigua river north of Erie canal	— 8 30	9.40	—11.51	6.20	—12.64	5.1	—10.52	7.2	—11.98	5.7	Depth of river.
West Shore railroad crossing	— 8.82	6.70	—12.00	3.50	—12.91	2.6	—10.95	4.5	—12.29	3.2	Depth on natural bed.
	.....	11.60	.....	8.40	.....	7.5	.....	9.4	.....	8.1	Depth in channel dredged.
N. Y. C. and H. R. railroad crossing	— 9.18	8.10	..12.55	4.80	—13.67	3.7	—11.45	5.9	—13.00	4.4	Depth on bridge foundation.
Mosquito Point	—10.52	5.50	..15.41	0.60	—16.57	*	—13.22	2.8	—15.63	0.4	Depth on natural bed.
	.....	12.60	.....	7.70	.....	6.5	.....	9.9	.....	7.5	Depth in channel dredged.
Cross lake	—12.09	24.40	..17.17	19.30	—17.42	19.1	—14.53	22.0	—17.40	19.1	Depth at iron bridge.

* Bed dry.

TABLE No. 4.

Showing the location of the structures on the Erie canal, from the east line of Oneida county to the East line of Wayne county, with the distances between them, as follows:

FRANKFORT LEVEL, $3\frac{356}{1000}$ MILES.

Number of bridge.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
.....		East line of Oneida county	.....	.....	.....	....	.....
1	3.13	Green's road bridge (Cooper's)	Iron.	.....	$71\frac{6}{12}$	1	.....
	44.72	Stone culvert, three arches	.....	.....	.....	....	.....
2	7.97	Starch factory bridge	.....	Wood	$80\frac{11}{12}$	2	.....
	39.94	Stone culvert, three-feet arch	.....	.....	.....	....	.....
3	30.55	Clay street bridge, Utica	.....	Iron.	$72\frac{8}{12}$	1	.....
$3\frac{1}{2}$	.....	Bridge over basin, berme side, Broad street, Utica	Iron.	.....	$52\frac{3}{12}$	1	1
	26.75	Ballou creek, bulkhead and spillway	.....	.....	.....	....	.....
4	11.32	Broad street bridge, Utica	Iron.	.....	$90\frac{6}{12}$	2	2
5	7.45	Catherine street bridge, Utica (Swart suspension)	.....	Iron.	$72\frac{9}{12}$	1	2
.....		Pipe culvert	.....	.....	.....	....	.....
6	9.23	First street bridge, Utica	Iron.	...	$78\frac{6}{12}$	1	.....
7	8.30	John street bridge, Utica (lift-bridge)	.....	Iron.	$81\frac{4}{12}$	1	2
	1.83	Weigh-lock	.....	.....	.....	....	.....
8	8.81	Genesee street bridge, Utica	Iron.	.....	$81\frac{6}{12}$	2	2
9	3.10	Hotel street lift-bridge, Utica	.....	Iron.	.....	1	1
10	3.26	Seneca street bridge, Utica	Iron.	.....	73	1	2
11	5.17	Washington street bridge, Utica	Iron.	.....	73	1	2
12	4.74	Broadway foot-bridge, Utica	Iron.	.....	72	....	1
13	10.97	Cornelia street foot-bridge, Utica	.....	Wood	$84\frac{9}{12}$	....	1
.....		Pipe culvert at State street, Utica	.....	.....	.....	....	.....

	.....	Chenango canal junction	.....	.....	.....	.....	.....
14	12.62	Whitesboro street bridge, Utica (Sims)	.....	Iron.	$86\frac{1}{1\,2}$	2	2
	3.25	Midland railroad swing-bridge, Utica	.....	.....	.....	.....	.....
15	8.49	Breeze street foot-bridge, Utica (suspension)	.....	Iron.	$80_{1\,2}^{9}$	.....	.....
	10.57	Stone arch culvert at Nail creek, ten-feet chord	.....	.....	.....	.....	.....
	4.75	Delaware and Lackawanna railroad swing-bridge, Utica	.....	.....	.....	.....	.....
	1.00	Foot of lock 46	.....	.....	.....	.....	.....
		Rome Level, $\frac{5\,5}{9\,5\,7}$ Miles.					
	.....	Lock 46, double stone lock, three-feet lift westward	.....	.....	.....	.....	.....
16	2.17	Schuyler street bridge, Utica	Iron.	.....	$79_{1\,2}^{2}$	1	2
17	25.15	Platt street bridge, Utica (foot-bridge)	.....	Iron.	$115_{1\,2}^{3}$	1	.....
	13.89	Composite culvert 2x2 feet	.....	.....	.....	.....	.....
19	16.81	Whitesboro road bridge (Bolman suspension)	.....	Iron.	$71_{1\,2}^{5}$	2	.....
	2.20	Stone-box culvert, 2x2 feet	.....	.....	.....	.....	.....
	25 48	Composite, drop culvert, 3x3 feet	.....	.....	.....	.....	.....
20	29.91	Yorkville road bridge (Bolman suspension)	.....	Iron.	79	1	2
	8.04	Double arch culvert, ten-feet chord	.....	.....	.....	.....	.....
	15.88	Sauquoit creek aqueduct, three spans, twenty-two feet each, stone abutments and pier	.....	.....	.....	.....	.....
21	37.52	Clinton street bridge, Whitesboro	Iron.	.....	80	1	1
22	26.00	Westmoreland street bridge	Iron.	.....	80	1	2
23	7.25	Babbit's foot-bridge	.....	.....	.....	.....	1
	14.67	Composite, drop-culvert, two openings, $2\frac{1}{2}$x2 feet each	.....	.....	.....	.....	.....
24	9.45	Watkins street bridge	.....	Wood	$71_{1\,2}^{9}$	1	.....
	14.03	Composite, drop-culvert, $2\frac{1}{2}$x$2\frac{1}{2}$ feet	.....	.....	.....	.....	.....
	19.50	Composite, culvert, 2x2 feet	.....	.....	.....	.....	.....
25	29.22	Bradley road bridge	Iron.	.....	$71_{1\,2}^{1}$	1	.....
26	92.07	Evens' farm bridge	.....	Wood	$71_{1\,2}^{4}$	1	.....
27	32.74	Christinan's farm bridge	.....	Wood	$70_{1\,2}^{6}$	1	.....
	1.40	Oriskany feeder. The dam and bulk-head of this feeder is located 42.40 chains south of canal	.....	.....	.....	.....	.....

TABLE No. 4. — *Showing the location of the structures on the Erie canal, etc.* — (Continued).

Number of bridge.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
		ROME LEVEL — (*Continued*).					
	10.63	Oriskany aqueduct, four spans, twenty-two feet each, stone abutments and piers	.....	.....	.....	....	.....
28	13.82	River street bridge, Oriskany	Iron.	.....	$79\frac{8}{12}$	1	2
	6.60	Arch culvert, twelve-feet chord	.....	.....	.....	....	.....
29	61.33	Brainard's farm bridge	.....	Wood	$72\frac{4}{12}$	1	.....
30	21.33	Parkhurst's farm bridge (iron chord)	.....	Wood	71	1	.....
31	38.89	Kirley's farm bridge (iron chords)	.....	Wood	$71\frac{3}{12}$	1	.....
	21.03	Composite culvert, three openings, $3x2\frac{1}{2}$ feet each	.....	.....	.....	....	.....
32	76.96	Murphy's road bridge	.....	Wood	71	1	.....
	93.66	Bulkhead and waste-weir	.....	.....	.....	....	.....
33	10.66	Clark's farm bridge	.....	Wood	$71\frac{8}{12}$	1	.....
34	159.83	Stanwix road bridge	Iron.	.....	$79\frac{9}{12}$	1	2
	25.31	Whitehall composite culvert, four openings, 3x4 feet each	.....	.....	.....	....	.....
$34\frac{1}{2}$	0.65	Road bridge on berme side	.....	Wood	$40\frac{8}{12}$	1	.....
35	5.37	Greenfield road bridge	Iron.	.....	72	1	.....
	40.28	Tow-path bridge (stringer) over old feeder	.....	Wood	.....	....	.....
	45.24	Stone arch bridge and bulkhead over feeder—Mohawk feeder The dam is located at $\frac{640}{100}$ chains below feeder, north of canal.	.....	.....	.....	....	.....
36	2.20	De Puyster street bridge, Rome	Iron.	.....	$82\frac{3}{12}$	1	.....
	10.86	New York Central and Hudson River railroad bridge	.....	.....	.....	....	.....
	1.94	Tubular tow-path bridge over Black River canal	.....	Iron.	.....	1	.....
37	5.84	James street bridge, Rome	Iron.	.....	92	2	2
38	10.27	Washington street bridge, Rome	Iron.	.....	$79\frac{5}{12}$	1	2
39	10.85	George street bridge, Rome	Iron.	.....	$72\frac{3}{12}$	1	.....

40	21.40	Jay street bridge, Rome (Simms)	.....	Iron.	$71\frac{10}{12}$	1	.....
	14.00	Tow-path bridge over Wood creek	.....	.....	.....	....	.....
41	1.04	Private foot bridge	.....	Wood	$88\frac{9}{12}$	....	1
42	26.75	Doxtator avenue bridge (iron chords)	.....	Wood	$111\frac{9}{12}$	1	.....
	21.00	Rome, Watertown and Ogdensburgh railroad bridge	.....	.....	.....	....	.....
43	6.30	Barnes' farm bridge	.....	Wood	71	1	.....
	76.33	Composite culvert	.....	.....	.....	....	.....
44	15.96	Brainard's farm bridge	.....	Wood	71	1	.....
	24.89	Fort Bull bulk-head and waste-weir (stone)	.....	.....	.....	....	.....
	15.29	Arch culvert, four-feet chord	.....	.....	.....	....	.....
	81.49	Arch culvert, four-feet chord	.....	.....	.....	....	.....
45	17.96	Armstrong's farm bridge	.....	Wood	$71\frac{8}{12}$	1	.....
	21.65	Composite culvert	.....	.....	.....	....	.....
46	30.16	Heweig's road bridge	.....	Wood	72	1	.....
	35.47	Arch culvert, twelve-feet chord	.....	.....	.....	....	.....
47	27.94	Seun's farm bridge	.....	Wood	72	1	.....
	31.17	Arch culvert, four-feet chord	.....	.....	.....	....	.....
48	35.23	Tuttle's road bridge (iron chord)	.....	Wood	$71\frac{5}{12}$	1	.....
	16.80	Composite culvert, four-feet opening	.....	.....	.....	....	.....
49	26.19	Main street bridge, New London	Iron.	.....	$89\frac{2}{12}$	1	2
	37.76	Composite culvert, four-feet opening	.....	.....	.....	....	.....
50	2.13	Private foot-bridge	.....	.....	.....	....	1
	28.95	Composite culvert, four-feet opening	.....	.....	.....	...	.....
	24.49	Composite culvert, 4 x 4 feet opening	.....	.....	.....	....	.....
51	10.83	Grove Spring road bridge	.....	Wood	$83\frac{6}{12}$	1	.....
52	9.26	Private foot-bridge	.....	.....	.....	....	1
	23.17	Composite culvert, 2 x 4 feet opening	.....	.....	.....	....	.....
53	19.74	Stacy's Basin road bridge	.....	Wood	74	1	.....
54	14.16	Private foot-bridge	.....	.....	.....	....	.....
	26.69	Composite culvert and bulk-head	.....	.....	.....	....	.....
55	23.37	Happy Valley road bridge	.....	Wood	$78\frac{8}{12}$	1	.....

TABLE No. 4 — *Showing the location of the structures on the Erie canal, etc.* — (Continued).

Number of bridge.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
		ROME LEVEL — (*Continued*).					
	27.35	Composite culvert, three openings	.....	.....	.....	....	.....
	.75	Waste-weir and bulk-head on berme side	....	.....	.....	....	.....
56	47.04	Swing-bridge over old Oneida Lake canal	.....	Wood	21	1	.....
57	5.14	Higginsville east road bridge	.....	Wood	$73\frac{9}{12}$	1	.....
	27.58	Composite culvert, three-feet openings	.....	.....	.....	....	.....
58	473.00	Higginsville west road bridge	Iron.	.....	72	1	.....
	21.18	Composite culvert, four-feet opening	.....	.....	.....	....	.....
	32.05	Composite culvert, four-feet opening	.....	.....	.....	....	.....
59	18.63	Dumbarton road bridge	.....	Wood	$71\frac{7}{12}$	1	.....
	12.88	Composite culvert, four-feet openings	.....	.....	.....	....	.....
	26.86	Composite culvert, three-feet openings	.....	.....	.....	....	.....
60	10.93	Durkee's road bridge	.....	Wood	$71\frac{5}{12}$	1	.....
	39.66	Composite culvert, one opening	.....	.....	.....	....	.....
61	7.58	State road bridge	.....	Wood	$71\frac{3}{12}$	1	.....
	27.36	Composite culverts, two openings, three feet each	.....	.....	.....	....	.....
	3.34	Midland railroad bridge	.....	....	.....	....	.....
	53.89	Arch culvert, four-feet chord	.....	.....	.....	....	.....
	9.67	Arch culvert, four-feet chord	.....	.....	.....	....	.....
	23.81	Brandy Brook arch culvert, twelve-feet chord	.....	.....	.....	....	.....
62	16.82	Private suspension foot bridge	.....	.....	.....	....	.....
63	26.06	Durhamville east road bridge	Iron.	.....	72	1	1
	4.76	Arch culvert, four-feet chord	.....	.....	.....	....	.....
64	8.13	Main street bridge, Durhamville	Iron.	.....	71	1	2

	7.69	Arch culvert, two spans, each twenty-five-feet chord, bulk-head and spillway, directly over the end of the arch culvert.	.....	.....	.....	....	.....
65	6.47	Bennett's road bridge (iron chords)	.....	Wood	$71\frac{4}{12}$	1	.....
	4.70	Oneida Creek feeder. The dam and bulk-head of this feeder is located $242\frac{80}{100}$ chains south of the canal	.....	.....	.....	....	.....
	2.00	Swing-bridge over Oneida Lake canal	.....	Wood	.....	....	.....
66	75.15	Shollhammer's road bridge (iron chords.) The north approach of this bridge is a wooden truss over highway	.....	Wood	$77\frac{4}{12}$	1	.....
	46.51	Cowassalon aqueduct, two spans, twenty feet each	.....	.....	.....	...	.....
	9.00	Cowassalon feeder. The dam and bulkhead of this feeder is located $30\frac{15}{100}$ chains south of the canal	.....	.....	.....	....	.....
67	80.72	Lenox basin road bridge	.....	Wood	$71\frac{10}{12}$	1	.....
	86.15	Composite culvert, two openings, two and one-half feet each	.....	.....	.....	....	.....
	80.23	Composite culvert, one opening	.....	.....	.....	....	.....
68	15.09	Peterboro street bridge, Canastota	Iron.	.....	$72\frac{4}{12}$	1	2
	12.52	Arch culvert, two spans, each eight-feet chord	.....	.....	.....	....	.....
69	2.84	Main street bridge, Canastota	Iron.	.....	71	1	2
	54.78	Composite culvert, two and one-half feet opening	.....	.....	.....	...	.....
70	70.24	Beebee's road bridge (iron chord)	.....	Wood	$71\frac{8}{12}$	1	.....
	25.68	Composite culvert, three openings, three feet each	.....	.....	.....	....	.....
71	13.39	Herrick's farm bridge (iron chord)	.....	Wood	72	1	.....
	10.57	New York Central and Hudson River railroad bridge	.....	.....	.....	....	.....
	37.38	Composite culvert, three openings	.....	.....	.....	....	.....
72	2.07	Fuller's road bridge	.....	Wood	$71\frac{4}{12}$	1	.....
73	67.21	New Boston road bridge	Iron.	.....	71	1	.....
	56.12	Composite culvert over Canasaraga creek, ten openings, three and one-half feet each	.....	.....	.....	....	.....
74	32.03	Canasaraga road bridge	Iron.	.....	$99\frac{5}{12}$	1	.....
75	123.97	Chittenango road bridge	Iron.	.....	$93\frac{6}{12}$	1	.....
	3.60	Chittenango feeder. The dam and bulkhead of this feeder is located twenty-two chains south of the canal	.....	.....	.....	....	.....

TABLE No. 4 — *Showing the location of the structures on the Erie canal, etc.* — (Continued).

Number of bridges.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
		ROME LEVEL — (*Continued*).					
	24.50	Chittenango aqueduct, three spans, twenty feet each	....	.....	.....	....	.....
	17.38	Arch culvert, four-feet chord	....	.....	.....	....	.....
76	39.27	Private foot-bridge	....	.....	.....	....	1
77	11.01	Bolivar road bridge	....	Wood	70	1	.....
78	8.64	Private foot-bridge (iron chords)	....	Wood	.....	....	1
	21.59	Arch culvert, five-feet chord	....	.....	.....	....	.....
79	49.10	White's road bridge	....	Wood	$71\frac{7}{12}$	1	.....
	86.79	Pool's brook spillway and waste-weir	....	.....	.....	....	.....
80	8.56	Pool's brook road bridge	....	Wood	$71\frac{2}{12}$	1	.....
81	91.93	Kirkville road bridge	....	Wood	72	1	.....
	38.69	Arch culvert, three-feet chord	....	.....	.....	....	.....
	35.02	Arch culvert (Lake brook), six-feet chord	....	.....	.....	....	.....
82	166.63	Manlius Center road bridge (iron chord)	....	Wood	71	1	.....
	24.99	Syracuse and Chenango Valley railroad bridge	....	.....	.....	....	.....
83	10.01	Stone's farm bridge	....	Wood	$72\frac{9}{12}$	1	.....
	20.00	Limestone feeder. (The dam and bulkhead of this feeder is located $70\frac{62}{100}$ chains south of the canal.)					
84	1.00	Limestone feeder change bridge	....	Iron.	$73\frac{9}{12}$	1	.....
	2.01	Limestone creek aqueduct, three spans, twenty feet each	....	.....	.....	....	.....
85	21.45	Private foot-bridge	....	.....	.....	....	1
86	23.20	Burdick's road bridge	....	Wood	$70\frac{8}{12}$	1	.....
	40.38	Composite culvert, four-feet opening	....	.....	.....	....	.....
	80.58	Butternut creek aqueduct, three spans, twenty feet each	....	.....	.....	....	.....

	7.00	Butternut creek feeder. (The dam and bulkhead of this feeder is located 160 chains south of the canal.)					
87	1.04	Orville feeder change bridge	.....	Wood	71	1	.....
88	171.30	Thompson's landing road bridge	Iron.	.....	$81\frac{9}{12}$	1	.....
89	66.65	Private farm bridge (at bone yard)	.....	Wood	105	1	.....
	108.11	New York Central and H. R. R. R. viaduct, two arches	.....	.....	.....	....	.....
	3.70	Foot of lock 47, stone, double lock $10\frac{175}{1000}$ feet lift eastward	.....	.....	.....	....	.....
		SHORT LEVEL, $0\frac{188}{1000}$ MILES.					
90	6.90	Beech street bridge, Syracuse	Iron	.....	103	1	2
	8.14	Foot of lock 48, stone, double lock, $10\frac{538}{1000}$ feet lift eastward	.....	.....	.....	....	.....
		LEVEL BETWEEN LOCKS 48 AND 49, $0\frac{714}{1000}$ MILES.					
91	27.70	William street bridge, Syracuse	Iron.	.....	$79\frac{5}{12}$	1	2
92	22.92	Catharine street bridge, Syracuse	Iron.	.....	97	1	2
	6.50	Foot of lock 49, stone, double lock, $6\frac{991}{1000}$ feet lift eastward	.....	.....	.....	....	.....
		SYRACUSE LEVEL, $5\frac{14}{1000}$ MILES.					
93	0.58	Orange street bridge, Syracuse	Iron.	.....	100	1	2
94	6.91	Grape street bridge, Syracuse	Iron.	.....	$97\frac{3}{12}$	1	2
95	7.19	Mulberry street bridge, Syracuse	Iron.	.....	95	1	2
	5.39	Weigh-lock, and culvert under the canal to empty said weigh-lock	.....	.....	.....	....	.....
96	2.66	Tow-path bridge over the Oswego canal at the junction	.....	Iron.	$86\frac{6}{12}$	1	.....
97	3.82	Tow-path bridge over the branch of the junction	.....	Iron.	$66\frac{5}{12}$	1	.....
98	1.73	Warren street bridge, (wrought-iron)	Iron.	.....	70	2	2
99	5.48	Foot bridge on east side of Salina street	.....	Iron.	$61\frac{2}{12}$	....	1
100	0.73	Salina street swing-bridge (wrought-iron)	.....	Iron.	90	1	2
101	5.01	Clinton street bridge	Iron.	.....	$71\frac{6}{12}$	1	2
102	7.94	Franklin street foot-bridge	.....	Iron.	$78\frac{5}{12}$	....	1
	0.32	Northern railroad swing-bridge	.....	.....	.....	....	.....

TABLE No. 4 — *Showing the location of the structures on the Erie canal* — (Continued).

Number of bridge.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
		SYRACUSE LEVEL — (*Continued*).					
	9.45	Onondaga creek arch culvert, two arches, twenty-five feet-chord each	.....	.....	.....	....	.....
	3.23	Waste-weir at Amos' mill on berme side, spillway 100 feet	.....	.....	.....	....	.....
103	1.96	West street bridge, Syracuse (lift-bridge)	.....	Iron.	$63\frac{4}{12}$	1	2
	12.90	State race leading to salt works	.....	.....	.....	....	.....
104	36.69	Geddes street bridge	Iron.	.....	$72\frac{6}{12}$	1	.....
	14.96	Harbor brook arch culvert, twelve-feet chord	.....	.....	.....	....	.....
	1.89	New York Central and Hudson River railroad bridge	.....	.....	.....	....	.....
105	37.39	Genesee street bridge, Geddes	Iron.	.....	77	1	2
106	26.56	Bridge street bridge, Geddes	Iron.	.....	$86\frac{6}{12}$	1	1
107	29.61	Salt company's bridge (Main), Geddes	Iron.	.....	$87\frac{7}{12}$	1	.....
	4.22	Arch culvert, three-feet chord	.....	.....	.....	....	.....
108	35.92	Blast furnace road bridge, Geddes	Iron.	.....	$71\frac{10}{12}$	1	.....
	14.94	Arch culvert, three-feet chord	.....	.....	.....	....	.....
109	53.85	Gere's Landing bridge (iron chords)	.....	Wood	$71\frac{2}{12}$	1	.....
	58.88	Double arch culvert, each arch four-feet chord	.....	.....	.....	....	.....
	10.91	To foot of lock 50	.....	.....	.....	....	.....
		JORDAN LEVEL, $14\frac{203}{1000}$ MILES.					
	.....	Lock 50, stone double lock, $7\frac{872}{1000}$ feet lift westward	.....	.....	.....	....	.....
110	16.32	Gere's farm bridge	.....	Wood	$72\frac{4}{12}$	1	.....
	31.03	Arch culvert, three-feet chord	.....	.....	.....	....	.....
111	35.83	Bellisle road bridge	Iron.	.....	$71\frac{2}{12}$	1	.....

	60.43	Arch culvert, three-feet chord	.....	.....	.....	....	.....
112	11.26	Amboy road bridge	Iron.	.....	$71\frac{9}{12}$	1	.....
	71.30	Nine-mile creek aqueduct, four spans, thirty-one feet each	.....	.....	.....	....	.....
	56.00	Arch culvert, four-feet chord	.....	.....	.....	....	.....
	27.36	Nine-mile creek feeder. The dam and bulkhead of this feeder is located $132\frac{20}{100}$ chains south of the canal and just above the village of Camillus	.....	.....	.....	....	.....
113	6.70	Camillus road bridge	.....	Wood	72	1	.....
	68.15	Receiver on berme side	.....	.....	.....	....	.....
114	100.57	Newport road bridge	.....	Wood	$72\frac{5}{12}$	1	.....
115	205.39	Memphis road bridge (iron chord)	.....	Wood	72	1	2
	63.13	Composite culvert, three openings, three feet each	.....	.....	.....	....	.....
116	65.92	Peru road bridge (iron chord)	....	Wood	$72\frac{7}{12}$	1	.....
	70.87	Carpenter-brook feeder. Dam and lock, twelve chains south of canal	.....	.....	.....	....	.....
117	3.63	Shanty Point farm bridge	.....	Wood	$71\frac{10}{12}$	1	.....
	1.09	Composite culvert, three openings, four feet each	.....	.....	.....	....	.....
	82	Carpenter brook stone waste-weir and bulkhead	.....	.....	.....	....	.....
	93.04	Composite culvert, four-feet opening	.....	.....	.....	....	.....
119	32.45	Beaver street bridge, Jordan village	.....	Wood	$72\frac{6}{12}$	1	.....
	21.95	Jordan aqueduct, four spans, twenty feet each, and an arch culvert at west end of aqueduct for mill powers	....	.....	.....	....	.....
	4.55	Skaneateles feeder. The dam and bulkhead of this feeder is located $7\frac{50}{100}$ chains south of the canal, and in the village of Jordan	.....	.....	.....	....	.....
120	2.18	Main street bridge, Jordan	Iron.	.....	$82\frac{1}{12}$	1	2
121	14.32	Hamilton street bridge, Jordan (iron chords)	.....	Wood	$71\frac{9}{12}$	1	.....
	44.75	Arch culvert, six-foot chord	.....	.....	.....	....	.....
	32.43	Foot of lock 51, double stone lock, $5\frac{580}{1000}$-foot lift, eastward	.....	.....	.....	....	.....

TABLE No. 4—*Showing the location of the structures on the Erie canal, etc.*— (Continued.)

Number of bridge.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
		PORT BYRON LEVEL $7\frac{793}{1000}$ MILES.					
	.....	Lock 51	.....	.....	.....	....	.....
	14.66	Composite culvert, four and one-half-foot openings	.....	.....	.....	...	.....
122	11.19	Cold Spring road bridge	.....	Wood	74	1	.....
123	45.44	Fountainville road bridge	.....	Wood	$72\frac{9}{12}$	1	.....
	19.61	Arch culvert, four-feet chord	.....	.....	.....	....	.....
124	4.46	Field's road bridge	.....	Wood	$72\frac{7}{12}$	1	.....
	28.29	Composite culvert, four-feet openings	.....	.....	.....	....	.....
125	11.50	Private foot-bridge (suspension)	.....	.....	.....	....	....
	35.83	Arch culvert, four-feet chord	.....	.....	.....	..	.....
126	39.05	Putnam farm bridge	.....	Wood	$72\frac{7}{12}$	1	.....
127	33.38	Young's farm bridge	.....	Wood	72	1	.....
	5.61	Southern Central railroad bridge	.....	.....	.....	....	.....
	4.78	Composite culvert, four-feet opening	.....	.....	.....	....	.....
	.83	Putnam brook feeder	.....	.....	.....	....	.....
	.83	Bulkhead on tow-path side	.....	.....	.....	....	.....
128	17.25	Seneca street bridge, Weedsport	Iron.	.....	$72\frac{9}{12}$	1	.....
	19.54	Box culvert (stone) 3x3 feet	.....	.....	.....	....	.....
129	18.93	Foot-bridge (private)	.....	.....	$72\frac{6}{12}$	....	.....
130	5.25	Brutus street bridge	Iron.	.....	$76\frac{6}{12}$	1	2
131	9.55	Suspension foot-bridge	....	.....	.....	....	....
	22.44	Composite culvert, four-feet opening	.....	.....	.....	....	.....
132	33.48	Hamilton farm bridge	.....	Wood	72	1	.....

	1.15	Centerport aqueduct, three spans, twenty feet each, stone abutment and pier	.....	.....	.....	....	.....
	54.95	Centerport feeder	.....	.....	.....	....	.....
133	1.00	Centerport road bridge	Iron.	.....	$72\frac{4}{12}$	1	2
	43.70	Receiver on berme side	.....	.....	.....	....	.....
	35.17	Composite culvert, four-feet opening	.....	.....	.....	....	....
	32.01	Composite culvert, two openings, three feet each	.....	.....	.....	....	.....
134	4.02	Utica street bridge, Port Byron	Iron.	.....	100	1	.....
135	9.46	Main street bridge, Port Byron	Iron.	.....	$71\frac{10}{12}$	1	2
	3.01	Arch culvert, four-feet chord	.....	.....	.....	....	.....
	14.84	Port Byron aqueduct, four spans, twenty-one feet each, stone abutments and piers	....	.....	.....	....	.....
	2.97	Port Byron feeder. The dam and bulkhead of this feeder is located 170 chains south of the canal and south of the village of Port Byron, the water is conducted from the end of the open channel at the well-house to the canal, through an iron pipe forty-two inches in diameter and 859 feet along	.....	.....	.....	....	.....
136	5.74	Owasco street bridge, Port Byron	Iron.	.....	$75\frac{5}{12}$	1	2
137	7.94	Canal street bridge, Port Byron	Iron.	.....	72	1	.....
	15.38	Arch culvert, six-feet chord	.....	.....	.....	....	.....
	2.80	Lock 52, stone double lock, $11\frac{417}{1000}$ foot lift eastward	.....	.....	.....	....	.....
		MONTEZUMA LEVEL TO WAYNE COUNTY LINE, $9\frac{988}{1000}$ MILES.					
		Foot of lock 52	.....	.....	.....	....	.....
138	61.96	Houghtaling road bridge	Iron.	.....	72	1	.....
	148.30	Composite culvert, 3x4 feet openings	.....	.....	.....	....	.....
139	5.60	McLeod's road bridge	Iron.	.....	$71\frac{10}{12}$	1	.....
	9.77	Crane brook aqueduct, 3 spans, 20 feet each, stone abutments and piers	.....	.....	.....	....	.....
140	9.02	Bucklin's farm bridge (old style)	.....	Wood	72	1	.....
	75.79	Arch culvert, 4 feet chord	.....	.....	.....	....	.....

TABLE No. 4—*Showing the location of the structures on the Erie canal, etc.*—(Continued).

Number of bridge.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
		MONTEZUMA LEVEL TO WAYNE COUNTY LINE, ETC.—(*Continued*).					
	1.38	Spillway at Montezuma, 82 feet wide	.....	.....	.....	....	.....
141	1.99	Salt street road bridge, Montezuma	Iron.	.....	$72\frac{4}{12}$	1	.....
142	4.12	High street foot bridge (tubular)	Iron.	.....	$80\frac{4}{12}$	....	1
	0.26	Cayuga and Seneca canal junction	.....	.....	.....	....	.....
143	2.40	Change bridge at junction	.....	Wood	$72\frac{2}{12}$	1	.....
	22.08	Arch street bridge, four-feet chord	.....	.....	.....	....	.....
144	2.01	Clark street bridge, Montezuma	.....	Wood	$72\frac{7}{12}$	1	.....
	35.79	Seneca river aqueduct, thirty-one spans, twenty-two feet each, stone abutment and piers	.....	.....	.....	....	.....
145	184.53	May's Point road and change bridge	.....	Wood	72	1	.....
	20.79	Composite culvert, two openings, three feet each	.....	.....	.....	....	.....
	80.97	Composite culvert, two openings, three feet each	.....	.....	.....	....	.....
	59.45	End of the middle division at Wayne county line	.....	.....	.....	....	.....

TABLE No. 4 — *Showing the length of levels on the Oswego canal and the structures on each in their order* — (Continued).

LEVEL No. 1, $137\frac{13}{100}$ CHAINS — (Commencing at the junction of the Erie and Oswego canals at Syracuse).

Number of bridge.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
		Change bridge, connected with James street bridge	Iron.	....	$74\frac{6}{12}$	1	.....
1	.....	James street bridge, Syracuse	Iron.	....	$74\frac{6}{12}$	2	2
2	.....	Willow street bridge, Syracuse	Iron.	....	$76\frac{6}{12}$	2	2
3	.....	Salina street (lift-bridge), Syracuse	Iron.	....	105	2	2
		Syracuse and Chenango Valley railroad swing-bridge	.....	....	.....	.. .	.....
4	.....	Division street bridge, Syracuse	Iron.	....	74	1	2
5	.....	Bear street bridge, Salina	Iron.	....	$79\frac{6}{12}$	1	2
	.....	Spillway No. 1, at Haskin's mill, sixty-five feet long	.....	....	.....	....	.....
6	.....	Salina street bridge, Salina	Iron.	....	72	1	2
	.....	Discharge from salt works	.....	....	.....	....	.....
	.....	Lock No. 1, stone, eleven-feet lift to southward	.....	....	.....	....	.....
		LEVEL No. 2, $11\frac{95}{100}$ CHAINS.					
	.....	Covered sluice around locks Nos. 1 and 2, 430 feet long	.....	....	.....	....	.....
7	.....	Park street bridge, Salina	Iron.	....	72	1	2
	.....	Lock No. 2, stone, eleven-feet lift southward	.....	....	.....	....	.....
		LEVEL No. 3, 10 CHAINS.					
	.....	Spillway No. 2, on berme side, feet long	.....	....	.....	....	.....
	.....	Lock No. 3, stone, ten and one-half-feet lift	.....	....	.....	....	.....
		LEVEL No. 4, $433\frac{76}{100}$ CHAINS.					
	.....	Lock No. 4, stone, on side-cut to salt-works	.....	.....	.....	...	.....
$7\frac{1}{2}$	.....	Free bridge over said side-cut	.....	Wood	33	1	.....

TABLE No. 4 — *Showing the length of the levels and structures on the Oswego canal* — (Continued).

Number of bridge.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
		LEVEL No. 4 — (*Continued*).					
	.....	Spillway No. 3, on main canal, — feet long	.....	.....	.....	....	.....
8	.....	Change bridge	.....	Wood	$87\frac{9}{12}$	1	.....
	.....	Side-cut to salt-works	.....	.....	.....	....	.....
	.....	New York Central and Hudson River railroad bridge	.....	.....	.....	....	.....
	.....	Spillway No. 4, stone, — feet long	.....	.....	.....	...	.....
9	.....	Greenpoint road and change bridge (iron chord)	.....	Wood	$75\frac{6}{12}$	1	T. P.
	.....	Syracuse and Northern railroad bridge	.....	.....	.....	....	.....
	.....	Stone culvert at Liverpool	.....	.....	.....	....	.....
	.....	Spillway No. 5, — feet long	.....	.....	.....	....	.....
10	.....	Liverpool road bridge	.....	Wood	74	1	.....
	.....	Culvert	.....	.....	.....	....	.....
11	.....	Change bridge, Whipple pipe	Iron.	.....	$72\frac{6}{12}$	1	.....
	.....	Approach on east side of bridge No. 11	.....	Wood	47	1	.....
$11\frac{1}{2}$	.....	Outlet bridge	Iron.	.....	83	1	.....
	.....	Bulkhead just above lock No. 5, sixteen feet long	.....	.....	.....	....	.....
	.....	Lock No. 5, $9\frac{68}{100}$ feet lift southward	.....	.....	.....	....	.....
		LEVEL No. 5, $1011\frac{1}{100}$ CHAINS.					
	.....	One sluice, wood, through tow-path	.....	.....	.....	....	.....
12	.....	Cold spring bridge	Iron.	.....	115	1	.....
	.....	Eleven sluices, wood, through tow-path	.....	.....	.....	....	.....
13	.....	Belgium road bridge	Iron.	.....	108	1	.....
	.....	Seven sluices, wood, through tow-path	.....	.....	.....	....	.....

14	.....	Three River Point tow-path and road bridge, six spans, whole length of bridge 316 feet	.....	Wood	.....	1	.....
	.....	Five sluices, wood, through tow-path	....	....	.....	....	.....
	.....	One sluice, stone, through tow-path	....	....	.....	....	.....
	.....	Two sluices, wood, through tow-path	....	....	.....	....	.....
15	.....	Lock street bridge (iron chords) connected with river bridge at Phœnix	....	Wood	74	1	.....
	.....	Guard-lock No. 1, at Phœnix (stone)	....	....	.....	....	.....
	.....	Phœnix dam, stone spillway, 440 feet long	....	....	.....	....	.....
16	.....	Bridge street bridge, Phœnix (iron chords)	....	Wood	72	1	.....
17	.....	Change and road bridge	....	Wood	72	1	T. P.
18	.....	Change bridge at Hinmanville	....	Wood	72	1	.....
19	.....	Hinmanville road bridge (iron chords)	....	Wood	73	1	....
	.....	Lock No. 6, seven-feet lift, southward	....	....	.....	....	.....
		LEVEL NO. 6, $188\frac{20}{100}$ CHAINS.					
	.....	Seven sluices, wood abutments, tow-path side	....	....	.....	....	.....
	.....	Guard-lock No. 2, stone	....	....	.....	....	.....
	.....	Spillway No. 6, on berme side	....	....	.....	....	.....
	.....	Lock No. 7, $5\frac{866}{1000}$ feet lift, southward	....	....	.....	....	.....
		LEVEL NO. 7, $291\frac{97}{100}$ CHAINS.					
	.....	Eleven sluices, wood abutment, through tow-path	....	....	.....	....	.....
	.....	Guard-lock No. 3, stone	....	....	.....	....	.....
20	.....	South Fulton road bridge	....	Wood	72	1	.....
	.....	Oswego Falls dam, stone spillway, 413 feet long	...	....	.....	....	.....
	.....	Spillway No. 7, on berme side	....	...	.....	....	.....
21	.....	Broadway bridge, Fulton (road)	Iron.	....	79	1	2
	.....	Lock No. 8, $11\frac{25}{100}$ feet lift, southward	....	....	.....	....	.....

TABLE No. 4 — *Showing the length of the levels and structures on the Oswego canal* — (Continued).

Number of bridge.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
		LEVEL No. 8, $45\frac{86}{100}$ CHAINS.					
	.....	Side-cut lock (Fulton Mills)	.....	.....	.....	....	.....
	.....	Fulton dam, stone spillway, 503 feet long	.....	.....	.....	....	.....
22	.....	First street bridge, Fulton	Iron.	.....	82	1	2
23	.....	Oneida street bridge, Fulton	Iron.	.....	77	1	2
	.....	Spillway No. 8 at head of lock 9	.....	.....	.....	....	.....
	.....	Lock No. 9, $7\frac{25}{100}$ feet lift, southward	.....	.....	.....	....	.....
		LEVEL No. 9, $9\frac{70}{100}$ CHAINS.					
	.....	Lock No. 10, nine-feet lift, southward	.....	.....	.....	....	.....
	.....	State shop	.....	.....	.....	....	.....
		LEVEL No. 10, $113\frac{35}{100}$ CHAINS.					
	.....	Foot bridge (private)	.....	.....	.....	....	.....
	.....	Aqueduct No. 1 (one span)	.....	.....	.....	....	.....
24	.....	Road and change bridge	Iron.	.....	77	1	T. P.
25	.....	Plank-road bridge	Iron.	.....	72	1	.....
26	.....	Change bridge (iron chords)	.....	Wood	72	1	.....
	.....	Lock No. 11, $11\frac{666}{1000}$ feet lift, southward	.....	.....	.....	....	.....
		LEVEL No. 11, $339\frac{10}{100}$ CHAINS.					
	.....	Ten sluices, wood abutments, through tow-path	.....	.....	.....	....	.....
	.....	Guard lock No. 4 (Battle island)	.....	.....	.....	....	.....
	.....	Van Buren dam, stone spillway, 662 feet long	.....	.....	.....	....	.....

27	.....	Change bridge	.....	Wood	74	1	.....
28	.....	Change bridge	.....	Wood	74	1	.....
	.....	Three sluices, wood abutments, tow-path side	.....	.....	.....	....	.....
	.....	Lock No. 12, $11\frac{25}{100}$ feet lift, southward	.....	.....	.....	....	.....
		LEVEL No. 12, $59\frac{40}{100}$ CHAINS.					
	.....	Minetto dam, stone spillway, 445 feet long	.....	.....	.....	....	.....
29	.....	Minetto road bridge	Iron.	.....	74	1	.....
	... ..	Lock No. 13, $5\frac{65}{100}$ feet lift, southward	.....	.....	.....	....	.....
		LEVEL No. 13, $91\frac{70}{100}$ CHAINS.					
	.....	Two sluices, wood abutments, tow-path side	.....	.....	.....	....	.....
	.....	One sluice, stone abutment, tow-path side	.....	.....	.....	....	.....
	.....	Lock No. 14, $9\frac{25}{100}$ feet lift, southward	.....	.....	.....	....	.....
		LEVEL No. 14, $82\frac{26}{100}$ CHAINS.					
	.....	High dam, stone spillway, 363 feet long	.....	.....	.....	....	.....
	.....	Lock No. 15, $5\frac{75}{100}$ feet lift, southward	.....	.....	.....	....	.....
		LEVEL No. 15, $31\frac{52}{100}$ CHAINS.					
	.....	Spillway No. 9, on berme side	.....	.....	.....	....	.....
	.....	Lock No. 16, $8\frac{666}{1000}$ feet lift, southward	.....	.....	.....	....	.....
		LEVEL No. 16, $100\frac{26}{100}$ CHAINS.					
	.....	Sluice No. 62, stone abutments, through tow-path	.....	.....	.....	....	.....
	.....	Oswego dam, stone spillway, 530 feet long	.....	.....	.....	....	.....
	.....	Guard-lock No. 5	... .	.....	.....	....	.....
	.....	Weigh-lock	.....	.....	.....	....	.....
30	.....	Bridge over the canal to the mills (iron chords)	.....	Wood	$80\frac{9}{12}$	1	.....
	.....	Culvert from race to mills	.....	.....	.....	....	.....
	.....	Spillway No. 10	.....	.....	.....	....	.....
	.....	Lock No. 17, $10\frac{50}{100}$ feet lift, southward	.....	.....	.....	...	.....

TABLE No. 4 — *Showing the length of the levels and structures on the Oswego canal* — (Continued).

Number of bridge.	Distances in chains and links.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridges.	Number of roadways.	Number of sidewalks.
		LEVEL No. 17, $20\frac{95}{100}$ CHAINS.					
	.....	Culvert	.....	.....	.....	....	.....
	.....	Main street bridge, Oswego	.....	.....	.....	....	.....
	.....	Railroad bridge	.....	.....	.....	....	.....
	.....	Lock No. 18, $9\frac{25}{100}$ feet lift, southward, at high water, and $13\frac{33}{100}$ feet lift, southward, at low-water mark	.....	.....	.....	....	.....
		LEVEL OF OSWEGO HARBOR AND LAKE ONTARIO.					
	.....	River wall, on berme side, extends from lock No. 18 $11\frac{80}{100}$ chains to the north line of Bridge street, and fifty chains from Bridge street to mouth of harbor. State shop is located on the berme side of lock 18.					
		SIDE-CUT LEVEL, 0.75 MILES.					
	.....	Bridge at Flouring Mill (iron chord)	....	Wood	48	1	.....
	.....	Bridge at Main street	Iron	.....	$48\frac{6}{12}$	1	2
	.....	Guard-lock (stone)	....	.....	.....	....	.....
	.....	River dam, 385 feet long	....	.....	.....	....	.....
	.....	Bridge at Jack's Reef	Iron	.....	98	1	.....

TABLE No. 4 — *Oneida River Improvement, from Three River Point to Brewerton, twenty miles.*

GENERAL DESCRIPTION.	Trapezoidal truss.	Span of bridge.	Number of roadways.
The structures are:			
One tree dam at Oak Orchard	.....	....	.....
One steamboat lock at Oak Orchard, 120 feet long and thirty feet wide, three-feet lift	.....	....	.....
One swing-bridge, ninety-five feet long, forty-five-feet opening	Wood	45	1
One crib and stone dam at Caughdenoy	.....	....	.....
One steamboat lock at Caughdenoy, 120 feet long and thirty feet wide, three-feet lift	.....	....	.....
One swing-bridge over lock, thirty-one feet opening	Wood	45	1
One swing-bridge at Brewerton, eighty-five feet long, forty-five-feet opening, fourteen feet wide,	Wood	45	1

TABLE No. 4 — *Showing the length of the levels on the Cayuga and Seneca canal, from Geneva to the junction of the Erie canal at Montezuma, and the structures on each in their order, including the Cayuga side-cut from Mud Lock to Cayuga bridge and Cayuga inlet.*

SENECA LAKE LEVEL No. 1, 650 CHAINS.

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
1	Lake street bridge, Geneva	Iron.	.....	72	2	2
	Two swing-bridges	.....	Wood	.....	....	.....
2	Evins street bridge, Geneva	Iron.	.....	80	1	.....
	Tow-path bridge No. 1, 270 feet long	.....	.....	.....	....	.....
3	Preëmption road bridge (new)	Iron.	.....	72	1	.....
4	Teal's road bridge	Iron.	.....	74	1	.....
5	New outlet bridge	Iron.	.....	82	1	.....
	Geneva and Ithaca railroad bridge	.....	.....	.....	....	.....
	Waterloo dam, 212 feet long	.....	.....	.....	....	.....
6	Locust street road and change bridge, Waterloo	Iron.	.....	90	1	.....
7	Virginia street bridge, Waterloo	Iron.	.....	82	2	2
	Lock No. 1, $7\frac{28}{100}$ feet lift, westward	.....	.....	.....	....	.....
	LEVEL No. 2, 13 CHAINS.					
8	Bridge on Short level	Iron.	.....	70	1	2
	Lock No. 2, seven-feet lift, westward	.....	.....	.....	....	.....

	LEVEL NO. 3, 258 $\frac{26}{100}$ CHAINS.					
	Tow-path bridge No. 2, 122 feet long	.....	.....	.....	....	.....
9	Graham road bridge	.....	Wood	74	1	.....
	Tow-path bridge No. 3, 159 feet long	.....	.....	.....	....	.....
	Tow-path bridge No. 4, 167 feet long	.....	.....	.....	....	.....
10	Kingdom road bridge	.....	Wood	74	1	.....
	Sodus bay railroad bridge	.....	.....	.....	....	.....
11	Bridge street bridge, Seneca Falls	Iron.	.....	74	2	2
	Seneca Falls stone dam, 180 feet long	.....	.....	.....	....	.....
	Spillway on tow-path side	.....	.....	.....	....	.....
	Lock No. 3, ten-feet lift westward	.....	.....	.....	....	.....
	LEVEL NO. 4, 7 CHAINS LONG.					
	Tow-path bridge No. 5, 102 feet long	....	.....	.....	....	.....
	Lock No. 4, nine-feet lift westward	.....	.....	.....	....	.....
	LEVEL NO. 5, 9 $\frac{28}{100}$ CHAINS LONG.					
12	Ovid street bridge (Seneca Falls)	Iron.	.....	61	2	2
	Lock No. 5, nine-feet lift westward	.....	.....	.....	....	.....
	LEVEL NO 6, 32 $\frac{45}{100}$ CHAINS LONG.					
	Spillway, 217 feet long	.....	.....	.....	....	.....
13	Change and road bridge, old style	.....	Wood	76	1	.....
	Lock No. 6, 9 $\frac{60}{100}$ feet lift southward	.....	.....	.....	....	.....
	LEVEL NO 7, 39 $\frac{5}{100}$ CHAINS LONG.					
	Tow-path bridge No. 6, 242 feet long	.....	.....	.....	....	.....
	Dam, 217 feet long	.....	.....	.....	....	.....
	Lock No. 7, six-feet lift going west	.....	.....	.....	....	.....

TABLE No. 4 — *Showing the length of the levels on the Cayuga and Seneca canal, etc.* — (Continued).

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
	LEVEL No. 8, 268 CHAINS LONG.					
14	De Mont's bridge (road)	.....	Wood	72	1	.....
	River dam on berme side	.....	.....	.....	....	.....
	Lock No. 8, $5\frac{70}{100}$ lift westward	.....	.....	.....	....	.....
	LEVEL No. 9, EIGHT CHAINS LONG.					
	This level crosses Cayuga outlet on same level with Cayuga lake	.....	.....	.....	....	.....
	Tow-path bridge, No. 7 (over outlet), 268 feet long	.....	....	.....	....	.....
	LEVEL No. 10, $388\frac{60}{100}$ CHAINS LONG.					
	Lock No. 9, ten-feet lift, eastward	.....	.....	.....	....	.....
15	Change bridge at junction with the Cayuga side-cut	.....	Wood	72	1	.....
16	Free road bridge	Iron.	.....	74	1	.....
	Diving culvert, No. 1 (small)	.....	.....	.....	....	.....
17	Stahlnecker's farm bridge	.....	Wood	76	1	.....
	Seven diving culverts (small)	.....	.....	.....	....	.....
	Ransom's road bridge	.....	Wood	74	1	.....
	Diving culvert, No. 9	.....	.....	.....	....	.....
	LEVEL No. 11, MONTEZUMA, 9 CHAINS LONG, TO JUNCTION WITH ERIE CANAL.					
	Lock No. 11, three-feet lift, going east	.....	.....	.....	....	.....

CAYUGA BRANCH LEVEL, 153 12/100 CHAINS.					
Lock No. 10, ten-feet lift, eastward	.....	.....	.....	.....	.....
Swing-bridge over lock chamber	.....	.....	.....	.....	.....
CAYUGA LAKE LEVEL, 15 12/100 CHAINS.					
Tow-path bridge, No. 8, twenty-four feet long	.....	.....	.....	.....	.....
N. Y. C. and H. R. R. R. lift-bridge	.....	.....	.....	.....	.....
Pier at Cayuga, 654 feet long	.....	.....	.....	.....	.....

TABLE No. 4 — *Showing the length of the levels on the Black River canal, and the structures on each in their order.*

Intersection with Erie canal at Rome.

LEVEL No. 1, $6\frac{50}{100}$ CHAINS.

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezodial truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
1	Whitesboro street bridge, Rome (stone abutments),	Iron.	.....	72	1	1
	LEVEL No. 2, $16\frac{57}{100}$ CHAINS.					
2	Lock No. 1, ten-feet lift, northward	.....	.....	.....	....	.....
	Dominick street bridge, Rome (stone abutments),	Iron.	.....	56	2	2
	LEVEL No. 3, $14\frac{4}{100}$ CHAINS.					
	Lock No. 2, ten-feet lift, northward	.....	.....	.....	....	.....
3	Stanwix street bridge (stone abutments)	Iron.	.....	51	1	2
	LEVEL No. 4, $32\frac{14}{100}$ CHAINS.					
	Lock No. 3, ten-feet lift, northward	.....	.....	.....	....	.....
4	Thomas street bridge, Rome (stone abutments and iron chord)	.....	Wood	$50\frac{6}{12}$	1	1
	LEVEL No. 5, $52\frac{68}{100}$ CHAINS.					
	Lock No. 4, ten-feet lift, northward	.....	.....	.....	....	.....
5	Huntington farm bridge (on bents, iron chords)	.....	Wood	52	1	.....
	LEVEL No. 6, $55\frac{1}{100}$ CHAINS.					
	Lock No. 5, ten-feet lift, northward	.....	.....	.....	....	.....

6	Dunham farm bridge (stone abutments on tow-path side and bents on berme side)	.....	Wood	52	1	.....
	LEVEL No. 7, $229\frac{52}{100}$ CHAINS.					.....
	Lock No. 6, ten-feet lift, northward	.....	.....	.....	....	.....
7	Water-works bridge (on bents)	.....	Wood	52	1	.....
8	Farm bridge (on bents)	.....	Wood	52	1	.....
9	Farm bridge (on bents)	.....	Wood	52	1	.....
10	Farm bridge (on bents)	.....	Wood	52	1	.....
	Culvert No. 1, (arch)	.....	.....	.....		.....
	Spillway No. 1, (near culvert)	.....	.....	.....		.....
11	Farm bridge (on bents)	.....	Wood	52	1	.....
12	Road bridge, near river crossing (on bents)	.....	Wood	52	1	.....
	LEVEL No. 8, $38\frac{2}{100}$ CHAINS.					
	Lock No. 7, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 9, $10\frac{84}{100}$ CHAINS.					
	Lock No. 8, eleven-feet lift, northward	.....	.....	.....	....	.....
	Aqueduct No. 1, over Black river, stone abutments and wood trunk, four spans, forty feet; each pier five feet wide. Delta feeder is taken into the canal seventy-five links north of the aqueduct	.....	.....	.....	....	.....
	LEVEL No. 10, $11\frac{4}{100}$ CHAINS.					
	Lock No. 9, twelve-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 11, $12\frac{43}{100}$ CHAINS.					
	Lock No. 10, eleven-feet lift, northward	.....	.....	.....	....	.....
13	Change and road bridge (on bents)	....	Wood	52	1	.....
	LEVEL No. 12, $8\frac{29}{100}$ CHAINS.					
	Lock No. 11, eleven-feet lift, northward	.....	.....	.....	....	.....

TABLE No. 4—*Showing the length of the levels on the Black River canal, and the structures on each in their order*—(Continued).

LEVEL No. 13, $36\frac{86}{100}$ CHAINS.

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
	Lock No. 12, eleven-feet lift, northward	.....	.....	.....	....	.....
14	Road bridge (stone abutments)	.....	Wood	52	1	.....
	LEVEL No. 14, $168\frac{30}{100}$ CHAINS.					
	Lock No. 13, eight-feet lift, northward	.....	.....	.....	....	.....
	Spillway No. 2	.....	.....	.....	....	.....
15	Farm bridge (stone abutments and iron chords)	.....	Wood	52	1	.....
16	Farm bridge (on bents)	.....	Wood	52	1	.....
17	Farm bridge (on bents)	.....	Wood	52	1	.....
	Spillway No. 3	.....	.....	.....	....	.....
18	Road bridge at Westernville (stone abutments)	.....	Wood	51	1	.....
19	Road bridge (on bents)	.....	Wood	52	1	.....
	LEVEL No. 15, $10\frac{20}{100}$ CHAINS.					
	Lock No. 14, eight-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 16, $12\frac{87}{100}$ CHAINS.					
	Lock No. 15, eight-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 17, $120\frac{73}{100}$ CHAINS.					
	Lock No. 16, ten-feet lift, northward	.....	.....	.....	....	.....
20	Westernville road bridge (stone abutments and iron chords)	.....	Wood	60	1	.....

21	Farm bridge (on bents)	.....	Wood	52	1	.....
22	Farm bridge (on bents)	.....	Wood	52	1	.....
	LEVEL No. 18, $46\frac{26}{100}$ CHAINS.					
	Lock No. 17, eight-feet lift, northward	.....	.....	.....	....	.....
	Aqueduct No. 2 (Willis creek), stone abutments and piers, wood trunks, six spans eighteen feet each, pier five feet wide	.....	.....	.....	....	.....
23	Waldo Farm bridge (on bents)	.....	Wood	52	1	.....
24	Farm bridge (on bents)	.....	Wood	52	1	.....
	LEVEL No. 19, $19\frac{94}{100}$ CHAINS.					
	Lock No. 18, ten-feet lift, northward	.....	.....	.....	....	.....
25	Farm bridge (on bents)	.....	Wood	52	1	.....
	LEVEL No. 20, $12\frac{95}{100}$ CHAINS.					
	Lock No. 19, eight-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 21, $11\frac{83}{100}$ CHAINS.					
	Lock No. 20, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 22, $44\frac{29}{100}$ CHAINS.					
	Lock No. 21, ten-feet lift, northward	.....	.....	.....	....	.....
26	Old plank-road bridge (stone abutments)	.. ..	Wood	52	1	.....
27	Road bridge (stone abutments on tow-path side, and bents on berme side)	.....	Wood	52	1	.....
	LEVEL No. 23, $69\frac{20}{100}$ CHAINS.					
	Lock No. 22, ten feet lift, northward	.....	.....	.....	....	.....
	Aqueduct No. 3 (Stringer's creek), stone abutments and piers, wood trunk, four spans, eighteen feet each, piers five feet wide	.....	.....	.....	....	.....
28	Side Hill road bridge, stone, abutments	Iron.	.....	52	1	.....

TABLE No. 4 — *Showing the length of the levels on the Black River canal, and the structures on each in their order* — (Continued).

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
	LEVEL No. 24, $29\frac{10}{100}$ CHAINS.					
	Lock No. 23, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 25, $39\frac{55}{100}$ CHAINS.					
	Lock No. 24, ten-feet lift, northward	.....	.....	.....	....	.....
29	Road and change bridge (on bents, iron chords)	....	Wood	50	1	.....
	Sluice on tow-path side (stone abutments)	.....	.....	.....	....	.....
	LEVEL No. 26, $30\frac{52}{100}$ CHAINS.					
	Lock No. 25, ten-feet lift, northward	....	.....	.....	....	.....
	Aqueduct No. 4 (Lansingkill), stone abutments and piers, wood trunks, six spans, eighteen feet each, five piers, — feet wide	.....	.....	.....	....	.....
	LEVEL No. 27, $29\frac{93}{100}$ CHAINS.					
	Lock No. 26, ten-feet lift, northward	....	.....	.....	....	.....
	LEVEL No. 28, $22\frac{94}{100}$ CHAINS.					
	Lock No. 27, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 29, $12\frac{16}{100}$ CHAINS.					
	Lock No. 28, ten-feet, lift northward	....	.....	.....	....	.....
	LEVEL No. 30, $36\frac{49}{100}$ CHAINS.					
	Lock No. 29, ten-feet lift, northward	.....	.....	.....	....	.....

30	Road bridge, on bents	.....	Wood	52	1	.....
	Culvert No. 2, arch	.....	.....	.....	....	.....
	LEVEL No. 31, $16\frac{60}{100}$ CHAINS.					
	Lock No. 30, ten-feet lift northward	.....	.....	.....	....	.....
	LEVEL No. 32, $33\frac{40}{100}$ CHAINS.					
	Lock No. 31, ten-feet lift northward	.....	.....	.....	....	.....
	Culvert No. —, arch	.....	.....	.....	....	.....
	LEVEL No. 33, 31 CHAINS.					
	Lock No. 32, ten-feet lift northward	.....	.....	.....	....	.....
	LEVEL No. 34, $17\frac{82}{100}$ CHAINS.					
	Lock No. 33, ten-feet lift northward	.....	.....	.....	....	.....
	Lansingville dam and feeder on tow-path side, abutments of dam and bulkhead of stone masonry	.....	.....	.....	....	.....
	LEVEL No. 35, $12\frac{52}{100}$ CHAINS.					
	Lock No. 34, ten-feet lift northward	.....	.....	.....	....	.....
	LEVEL No. 36, $11\frac{99}{100}$ CHAINS.					
	Lock No. 35, ten-feet lift northward	.....	.....	.....	...	.....
	LEVEL No. 37, $11\frac{83}{100}$ CHAINS.					
	Lock No. 36, ten-feet lift northward	.....	.....	.....	....	.....
	Culvert No. 3, arch	.....	.....	.....	....	.....
	LEVEL No. 38, $12\frac{22}{100}$ CHAINS.					
	Lock No. 37, ten-feet lift northward	.....	....	.....	....	.....
	LEVEL No. 39, $15\frac{69}{100}$ CHAINS.					
	Lock No. 38, ten-feet lift northward	....	.....	.....	....	.....
	Spillway No. 4, on tow-path-side	.....	.....	.....	....	.....

TABLE No. 4 — *Showing the length of the levels on the Black River canal, and the structures on each in their order* — (Continued).

LEVEL No. 40, $24\frac{7}{100}$ CHAINS.

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
	Combined locks, Nos. 39, 40, 41, 42 and 43, each ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 41, $36\frac{16}{100}$ CHAINS.					
	Combined locks Nos. 44, 45 and 46, each ten-feet lift, northward	.....	.....	.....	....	.....
31	Road bridge over lock 46 (stone abutments)	.....	Wood	52	1	.....
	LEVEL No. 42, $\frac{27}{100}$ CHAINS.					
	Lock 47, ten-feet lift, northward					
32	Road bridge, on bents	.....	Wood	52	1	.....
	Spillway No. 5, and bulkhead on tow-path side					
	LEVEL No. 43, $9\frac{11}{100}$ CHAINS.					
	Lock No. 48, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 44, $8\frac{68}{100}$ CHAINS.					
	Lock No. 49, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 45, $18\frac{40}{100}$ CHAINS.					
	Lock No. 50, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 46, $15\frac{2}{100}$ CHAINS.					
	Lock No. 51, ten-feet lift, northward	.....	.....	.....	....	.....

	LEVEL No. 47, $9\frac{22}{100}$ CHAINS.					
	Lock No. 52, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 48, $13\frac{88}{100}$ CHAINS.					
	Lock No. 53, ten-feet lift, northward	.....	.....	.....	....	.....
33	Road bridge (on bents)	.....	Wood	53	1	.....
	LEVEL No. 49, $16\frac{20}{100}$ CHAINS.					
	Lock No. 54, ten-feet lift, northward	.....	.....	.....	....	.....
	Culvert No. 4, arch	.....	.....	.....	....	.....
	LEVEL No. 50, $9\frac{33}{100}$ CHAINS.					
	Lock No. 55, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 51, $16\frac{63}{100}$ CHAINS.					
	Lock No. 56, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 52, $15\frac{28}{100}$ CHAINS.					
	Lock No. 57, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 53, $24\frac{8}{100}$ CHAINS.					
	Combined locks 58, 59, 60, each ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 54, $21\frac{28}{100}$ CHAINS.					
	Lock No. 61, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 55, $22\frac{20}{100}$ CHAINS.					
	Lock No. 62, ten-feet lift, northward	.....	.....	.....	....	.....
	Dam and bulkhead, Lansingkill feeder	.....	.....	.....	....	.....
	Tow-path stringer bridge, five spans, 21 feet and 8 inches each	.....	Wood	.....	1	.....
	LEVEL No. 56, $10\frac{6}{100}$ CHAINS.					
	Lock No. 63, ten-feet lift, northward	.....	.....	.....	....	.....

TABLE No. 4—*Showing the length of the levels on the Black River canal, and the structures on each in their order*—(Continued).

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
	LEVEL No. 57, $43\frac{41}{100}$ CHAINS.					
	Lock No. 64, ten-feet lift, northward	.....	.....	.....	....	.....
34	Road bridge (on bents)	.....	Wood	52	1	.....
	LEVEL No. 58, $25\frac{32}{100}$ CHAINS.					
	Lock No. 65, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 59, $25\frac{82}{100}$ CHAINS.					
	Lock No. 66, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 60, $8\frac{91}{100}$ CHAINS.					
	Lock No. 67, ten-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 61, $9\frac{1}{100}$ CHAINS.					
	Lock No. 68, nine-feet lift, northward	.....	.....	.....	....	.....
	LEVEL No. 62, $14\frac{10}{100}$ CHAINS.					
	Lock No. 69, nine-feet lift, northward	.....	.....	.....	....	.....
35	Road bridge (road from Boonville to Rome)	Iron	.....	52	1	.....
	LEVEL No. 63, $185\frac{88}{100}$ CHAINS.					
	Lock No. 70, nine-feet lift, northward	.....	.....	.....	....	.....
	Spillway No. 6 (on tow-path side)	.....	.....	.....	....	.....

	Black River railroad bridge	.....	.....	.....	....	.....
36	Owen farm bridge (on bents)	.....	Wood	52	1	.....
	Stringer bridge (on tow-path)	.....	.....	.....	....	.....
37	Turnpike bridge, Boonville (stone abutments)	Iron.	.....	52	1	....
38	Black river feeder bridge (stone abutments)	.....	Wood	60	1	.....
	Spillway No. 7, tow-path side (stone abutments)	.....	.....	.....	....	.....
	Lock No. 71, ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 64, $39\frac{3}{100}$ CHAINS.					
39	Main street bridge, Boonville	Iron.	.....	54	1	2
	Culvert No. 5, arch, ten-feet chord	.....	.....	.....	....	.....
	Lock No. 72, ten-feet lift, southward	.....	.....	.....	....	....
	LEVEL No. 65, $55\frac{34}{100}$ CHAINS.					
	Culvert No. 6, arch	.....	.....	.....	....	.....
40	Farm bridge (on bents)	.....	Wood	52	1	.....
41	Farm bridge (on bents)	.....	Wood	52	1	.....
	Lock No. 73, ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 66, $11\frac{55}{100}$ CHAINS.					
	Lock No. 74, ten-feet lift, southward	.....	... .	.....	....	.....
	LEVEL No. 67, $55\frac{86}{100}$ CHAINS.					
42	Carpenter farm bridge (on bents)	.....	Wood	52	1	.....
	Lock No. 75, ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 68, $16\frac{39}{100}$ CHAINS.					
	Locks Nos. 76, 77, 78 and 79, each ten-feet lift, southward	.....	.....	.....	....	. ...
	LEVEL No. 69, $40\frac{81}{100}$ CHAINS.					
43	Phelps' farm bridge (on bents)	.....	Wood	52	1	... .
	Lock No. 80, nine-feet lift, southward	.....	.....	.....	....	.....

TABLE No. 4—*Showing the length of the levels on the Black river canal, and the structures on each in their order*— (Continued).

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
	LEVEL No. 70, $16\frac{16}{100}$ CHAINS.					
	Locks Nos. 81, 82, 83 and 84, each nine-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 71, $45\frac{97}{100}$ CHAINS.					
	Aqueduct No. 5 (Sugar river), stone abutments and piers, wood trunk, three spans, forty feet each, pier five feet eleven inches wide	.....	.....	.....	....	.....
44	Road bridge	Iron.	.....	52	1	.....
	Lock No. 85, ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 72, $20\frac{20}{100}$ CHAINS.					
45	Farm bridge (on bents)	.....	Wood	52	1	.....
	Lock No. 86, eleven and one-half feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 73, $19\frac{19}{100}$ CHAINS.					
	Locks Nos. 87, 88, 89, 90, each ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 74, $13\frac{18}{100}$ CHAINS.					
46	Farm bridge (on bents)	.....	Wood	52	1	.....
	Lock No. 91, ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 75, $108\frac{83}{100}$ CHAINS.					
47	Farm bridge (on bents)	.....	Wood	52	1	.....
48	Farm bridge (on bents)	.....	Wood	52	1	.....

49	Farm bridge (on bents)	.....	Wood	52	1	.....
	Lock No. 92, ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 76, $36\frac{2}{100}$ CHAINS.					
50	Farm bridge (on bents)	.....	Wood	52	1	.....
51	Farm bridge (on bents)	.....	Wood	52	1	.....
	Lock No. 93, ten-feet lift, southward	....	.....	.....	....	.....
	LEVEL No. 77, $28\frac{50}{100}$ CHAINS.					
52	Farm bridge (on bents)	.....	Wood	52	1	.....
	Lock No. 94, ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 78, $96\frac{96}{100}$ CHAINS.					
	Bulkhead and spellway No. 7 (stone abutments)	.....	.....	.....	....	.....
	Culvert No. 7, arch	.....	.....	.....	....	.....
53	Farm bridge (on bents)	.....	Wood	52	1	.....
54	Farm bridge (on bents)	.....	Wood	52	1	.....
55	Main street bridge (Port Leyden)	Iron	.....	56	1	2
56	Second street bridge (on cribs)	.....	Wood	64	1	.....
	Gere's crossing to his iron-works, private swing	.....	.....	.....	....	.....
	Culvert No. 8, box	.....	.....	.....	....	.....
	Lock No. 95, ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 79, $27\frac{97}{100}$ CHAINS.					
	Culvert No. 9, arch	.....	.....	.....	....	.....
	Lock No. 96, ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 80, $14\frac{2}{100}$ CHAINS.					
	Lock No. 97, ten-feet lift, southward	.....	.....	.....	....	.....

TABLE No. 4.—*Showing the length of the levels on the Black River canal, and the structures on each in their order*—(Continued).

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
	LEVEL No. 81, $18\frac{98}{100}$ CHAINS.					
	Culvert No. 10, arch	.....	.....	.....	....	.....
57	Change bridge (stone abutments)	.....	Wood	52	1	.....
	Lock No. 98, ten-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 82, $39\frac{90}{100}$ CHAINS.					
58	Road bridge (stone abutments)	.....	Wood	52	1	.....
	Locks Nos. 99 and 100, each ten-feet lift, southward	.....	.....	.....	....	.....
	Lock No. 101, ten and one-half-feet lift, southward	.....	.....	.....	....	.....
	LEVEL No. 83, $11\frac{4}{100}$ CHAINS.					
59	Farm bridge (on bents)	.....	Wood	52	1	.....
	Lock No. 102, ten and one-quarter-feet lift, southward	....	.....	.....	....	.....
	LEVEL No. 84, $82\frac{32}{100}$ CHAINS.					
	This is the river level above Lyons Falls dam; towing-path follows the west bank for a distance of $44\frac{17}{100}$ chains to the side-cut around the falls	.....	.....	.....	....	.....
60	Road and change bridge over the side-cut; has stone abutments	.....	Wood	50	1	.....
	Lock No. 103, four-feet lift, southward, and locks Nos. 104 and 105, each ten-feet lift, southward	.....	.....	.....	....	.....

	LEVEL No. 85, $17\frac{60}{100}$ CHAINS.					
61	Road bridge, Lyons Falls, stone abutments	Iron.	.....	52	1	1
	Locks Nos. 106 and 107, eleven-feet lift southward	.....	.....	.....	....	.....
	LEVEL No. 86, $10\frac{10}{100}$ CHAINS.					
	Spillway No. 9, on tow-path side	.....	.....	.....	....	.....
62	Road bridge (on bents)	.....	Wood	52	1	.....
	Locks Nos. 108 and 109, each twelve-feet lift southward	.....	.....	.....	....	.....
	Dam at Lyons Falls, 491 feet long, built of timber, with stone abutments	.....	.....	.....	....	.....
	Bridges over Black and Moose rivers, at their junction just above dam.	.....	.....	.....	....	.....
	Black river bridge has two spans of ninety-feet each and seventeen-feet roadway	.....	.....	.....	....	.....
	Moose river bridge has one span of ninety feet and one span of ninety-one-feet and seventeen-feet roadway. The two bridges have stone abutments and piers	.....	.....	.....	....	.....

TABLE No. 4 — *Black River feeder, from Boonville to Forestport, is* $10\frac{10}{100}$ *miles long.*

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
	The structures are as follows:					
1	Farm bridge, truss on bents	....	Wood	52	1	.....
2	Road bridge, truss on bents	....	Wood	52	1	.....
	Bulkhead No. 1, and spillway connected, tow-path side	....	.....	.....	....	.....
3	Farm bridge, truss on bents	....	Wood	52	1	.....
4	Road bridge, truss on bents	....	Wood	52	1	.....
5	Farm bridge, truss on bents	....	Wood	52	1	.....
6	Road bridge, truss on bents	.. .	Wood	52	1	.....
7	Road bridge, truss on bents	....	Wood	52	1	.....
	Culvert No. 1	....	.....	.....	....	.....
8	Farm bridge, truss on bents	....	Wood	52	1	.....
	Bulkhead No. 2, on berme side	....	.....	.....	....	.....
	Culvert No. 2	....	.....	.....	....	.....
9	Road bridge, truss on bents	....	Wood	52	1	.....
10	Road bridge, truss on bents	....	Wood	52	1	.....
	Culvert No. 3	....	.....	.....	...	.....
11	Road bridge, truss on bents	....	Wood	52	1	.....
	Bulkhead No. 3, near Forestport, tow-path side	....	.....	.....	....	.....
12	Road bridge, truss on bents	....	Wood	52	1	.....
	Guard-lock at entrance into the pond	....	.....	.....	....	.....
13	Road bridge, truss on bents, crosses directly over the locks	....	Wood	52	1	. ...

Forestport dam is located seven chains north of the lock; is of timber with stone abutments and one pier. The dam is in two sections, one 172 feet long and one forty feet long, making spillway of 212 feet in length, pond about two miles long.

TABLE No. 4.—*Delta feeder, taken into canal seventy-five feet north of Mohawk aqueduct, total length* $106\frac{29}{100}$ *chains.*

Number of bridge.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
	The structures are :					
1	Stringer bridge at the mouth of feeder, sixteen-feet span, twelve feet wide	....	Wood	16	1	.....
		....	Wood	40	1	.....
2	Farm bridge, truss on bents	....	Wood	40	1	.....
3	Farm bridge, truss on bents					
4	Stringer bridge, just below the lock, sixteen-feet span, twelve feet wide	....	Wood	16	1	.....
	Guard and lift-lock at the head of feeder (stone)	....	.....	.....	....	.....
	Dam across the Mohawk river, located $5\frac{50}{100}$ chains from the lock, is 234 feet long — feet high	....	.....	.....	....	.....

Table showing the length of the levels on the Oneida Lake canal and structures on each in their order, with the distances between them, as follows: (Junction with the Erie canal at Durhamville).

LEVEL No. 1, $154\frac{46}{100}$ CHAINS.

Number of bridge.	Distances in chains.	GENERAL DESCRIPTION.	Arch truss.	Trapezoidal truss.	Span of bridge.	Number of roadways.	Number of sidewalks.
.....	.....	Tumble gate	.....	.....	.....	....	.....
1	28.06	Farm bridge	.....	Wood	71	1	.....
	27.34	Culvert No. 1	.....	.....	.....	....	.....
2	17.31	Road bridge	.....	Wood	75	1	.....
	81.75	Lock No. 1 (stone with fenders), eleven-feet lift, going south	.....	.....	.....	....	.....
		LEVEL No. 2, $193\frac{29}{100}$ CHAINS.					
3	3.00	Road bridge	.....	Wood	72	1	.....
	35.20	Culvert No. 2	.....	.....	.....	....	.....
4	12.80	Road bridge	.....	Wood	75	1	.....
	20.22	Culvert No. 3	.....	.....	.....	....	.....
5	6.13	Road bridge	.....	Wood	71	1	.....
	115.94	Lock No. 2 (stone fenders), ten-feet lift, going south	.....	.....	.....	....	.....
		LEVEL No. 3, $13\frac{60}{100}$ CHAINS.					
	13.60	Lock No. 3 (stone with fenders), ten-feet lift, going south	.....	.....	.....	....	.....
		LEVEL No. 4, $29\frac{76}{100}$ CHAINS.					
6	2.50	Road bridge	.....	Wood	71	1	.....
	10.25	Culvert No. 4	.....	.....	.....	....	.....
	26.31	Lock No. 4 (stone with fenders), ten-feet left, going south	.....	.....	.....	....	.....

		LEVEL No. 5, $9\frac{50}{100}$ CHAINS.					
7	5.39	Old State road bridge	.....	Wood	$73\frac{8}{12}$	1	.....
	4.11	Lock No. 5 (stone with fenders), ten-feet lift, going south	.....	.....	.....	....	.....
		LEVEL No. 6, $6\frac{30}{100}$ CHAINS.					
		Lock No. 6 (stone with fenders), eleven-feet lift, going south	.....	.....	.....	....	.....
		ONEIDA LAKE LEVEL.					
		Docking, nine chains long	.....	.....	.....	....	.....

NEW YORK STATE CANALS,

WESTERN DIVISION.

REPORT OF THOMAS EVERSHED,

DIVISION ENGINEER

FOR THE

YEAR ENDING SEPTEMBER 30, 1888.

WESTERN DIVISION.

ANNUAL REPORT OF THOMAS EVERSHED, DIVISION ENGINEER, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 1888.

ROCHESTER, N. Y., *October* 4, 1888.

Hon. JOHN BOGART, *State Engineer and Surveyor:*

SIR. — I have the honor of submitting to you the following, being my report on the western division of the State canals for the fiscal year ending September 30, 1888:

The canals, slips and navigable feeders are as follows:

	Miles.
Erie canal from the east line of Wayne county to Hamburg street, Buffalo	148 92
Five slips in the city of Buffalo aggregate length	1 60
Genesee River feeder in the city of Rochester	2 25
Total miles	152 77

UNNAVIGABLE FEEDERS.

Tonawanda and Oak Orchard creeks	11 55
Genesee Valley canal, from Cuba reservoir to lock No. 87, Rockville	7 65
Genesee Valley canal, from Scottsville to Rochester	11 00
Total miles	30 20

The sources of water supply for the Erie canal are as follows:

1. Lake Erie, at Buffalo.
2. Tonawanda creek, at Pendleton
3. Tonawanda and Oak Orchard Creek feeder, at Medina.
4. Allen's creek, through the Genesee Valley canal, from Scottsville to Rochester.
5. The Cuba reservoir, in Allegany county, through the Genesee Valley canal and the Genesee river to Rochester, and through the Genesee River feeder, in the city of Rochester, into the canal.

The chief source of supply, however, is from Lake Erie, which may be said to supply the whole division, as the flow of water is toward the east.

The Tonawanda and Oak Orchard feeder, as well as the Genesee river, materially assist in filling the canal in the spring. During the hot-dry weather in the summer the supply is also supplemented by the Cuba reservoir and Allen's creek; the reservoir will afford 4,000 cubic feet per minute for the three months during which it is drawn on to help supply the canal.

Of late years but little difficulty has been experienced in keeping up the different levels to full canal height when care has been taken to use as little water as possible in locking boats on the locks east of and at Newark.

DAMS.

There are six dams on the division, as follows:

1. One across Tonawanda creek near its mouth; it raises the water in the creek about four feet above the level of Niagara river.

2. One across the same creek south of Medina. Its purpose is to turn the water of the creek into the feeder, and through it into the channel of Oak Orchard creek, and from thence into the canal at Medina.

3. One across Allen's creek, in the village of Scottsville, to send the water through the Genesee Valley canal, which is now used as a feeder from Scottsville to Rochester.

4. One across the Genesee river, in Rochester, to turn the water of that stream into the feeder.

5. One across Oil creek, near the village of Cuba, to hold the water of that creek and form a reservoir. It is of earth, faced with rip-rap and slope wall; it is 2,200 feet long and sixty-five feet in height where it crosses the stream.

6. One across a valley two miles from the last-mentioned one. It has a waste-weir to serve as an escape for the water of the creek when the reservoir is full.

Repairs are now needed on the one at Rochester, the wood-work of which requires to be renewed almost entirely.

ROCHESTER FEEDER.

This feeder, as before stated, is two miles and a quarter in length, it is in fair condition, except, that to make it secure from floods, the bank between it and the river should be raised three feet. During the last year a railroad company applied to the Superintendent of Public Works for the right to use this bank for their track, which was

granted with the provision that the bank should be so raised as one of the considerations for the privilege.

The bulkhead and gates at the upper end require to be new wooded.

LOCKS.

There are twenty-three locks in this disivion; they all lock down toward tide-water with various lifts as follows:

No.	Location.	Lift in feet.
53.	One and one-fourth miles west of Clyde	4.755
54.	At lock Berlin	7.360
55.	In the village of Lyons	6.251
56.	Poor-house one and one tenth miles west of Lyons	9.848
57.	In the village of Newark	8.028
58.	In the village of Newark	8.004
59.	In the village of Newark	8.002
60.	Eight-tenths of a mile east of Macedon	9.886
61.	In village of Macedon	6.601
62.	Two and a quarter miles west of Pittsford	8.807
63.	Miller's, in the village of Brighton	8.719
64.	Sipple's, in the village of Brighton	10.108
65.	Reservoir in the city of Rochester	10.102
66.	First lock in the city of Rochester	8.859
67–71.	Five double combined locks at Lockport	57.427
	One guard-lock at Sulphur Springs. It has one chamber 110 by twenty feet, and two additional head-gates. It is used when there is a flood in the creek, other wise, it stands open.	
	One river lock at Tonawanda connecting the Niagara river with the canal, the lift is generally four feet, depending on the height of the water in the river.	
	One double chambered guard and lift-lock at Black Rock (No. 72); it is 112 by twenty feet. The lift, together with the fall in the harbor from the canal below the mean low water in the lake, is	2.425
	Total lift	175.182

By adding to the lift of the locks, the surface-descent on the different levels, we get the total descent on the division.

On Montezuma level	.196
On Twelve-mile level, lock No. 59 to No. 60	.165
On Seventeen-mile level, lock No. 61 to No. 62	.343

On Three-mile level, lock No. 62 to No. 63	.063
On Long level, Rochester to Lockport	3.165
On level between Lockport and Black Rock	1.239
Total rise going west	180.353

There is, also, one single-chambered slip-lock, from Black Rock harbor into the Niagara river; it is 200 by thirty-six feet, the lift is unusally four feet, according to the height of the water in the lake and river.

Also, one weigh-lock in the city of Rochester, not now used as such.

LENGTHENING THE LOCKS.

By act 113, Laws of 1887, the Superintendent of Public Works was authorized to double the length of a number of locks on the Erie canal. Under it, one each of the double locks, Nos. 53, 54, 56, 60, 61 and 62 were lengthened at the foot, and No. 55 at the head; the lengthened parts were made 111 feet long and twenty feet wide, thus allowing the boats to enter freely by reason of the two feet extra width; a great improvement, as well as that of lowering the walls of lock No. 61 Upper Macedon.

By act 463, Laws of 1887, No. 72, the guard-lock at Black Rock was likewise lengthened at the foot; it was made 112 feet longer and twenty feet wide.

They were all finished in time for the opening of navigation in the spring of 1888.

By act, chapter 416, Laws of 1888, two more locks (Nos. 63 and 64) on this division are to be lengthened at the foot.

The work has been let, and the contractor is delivering the materials therefor.

REPAIRS OF LOCKS.

Repairs were made to gates on all the locks on Sections 8 and 9, and the Lockport locks.

Repairs to miter-sills in locks Nos. 53, 57, 59 and 61.

New gates were inserted as follows: One in No. 54, one No. 59, two pair in No. 61, one pair in Lockport locks, one pair in Sulphur Spring guard-lock.

New miter-sills were put into locks Nos. 53, 58 and 61.

New miter-sill platforms were put into locks Nos. 58 and 60, the latter being a tumble-gate platform.

Forty new paddles were inserted in the gates from lock No. 53 to No. 66.

New balance-beams were placed on different lock-gates where needed.

The following locks were replanked in part: Nos. 56, 58 and the Lockport locks, where it was needed.

REPAIRS TO LOCKS NEEDED.

Repairs to gates, locks 53 and 54.

New gates are required in locks, 58, one pair; 61, one pair; 64, one pair; 65, one pair; Sulphur Spring guard-lock, two pairs; ship-lock, Black Rock, two pairs.

New tumble-gates at the head of locks 55, 60 and 64.

New tumble-gate platforms at locks 54, 62, 63, 64, 65 and 66.

New paddles in locks, 53, eight; 56, eight; 57, four; 62 to 66, about twenty.

New miter-sills, locks 53, 57, 58 and 61.

New balance-beams, lock 53, one; 55, one; 57, one; 59, one; 61, two; 65, one.

New lining in locks 54, 58 and 59.

New crib, upper end of lock 61.

Bills of timber have been made out for the above new work.

In the Lockport locks, the upper lock (No. 71), on the berme side, has been narrowed up, by the action of the frost and ice in the race-way, immediately in the rear of the wall, so that there is difficulty in locking through some of the largest boats; the wall should be dressed off so as to widen the lock, and the hollow quoins should be dressed out so as to let the gate back to effect the same object.

Bills of timber have been made out and given to the Assistant Superintendent of Public Works for the purpose of lengthening the pier at the head of these locks.

The masonry of the ship-lock, at Black Rock, has been much damaged by the striking of the heavy vessels which pass through it; a list of the stone required for its repair has been handed to the Assistant Superintendent of Public Works.

The coping on the river-lock, at Tonawanda, has been badly split up by the action of fire a few years ago, when the adjoining wooden buildings were destroyed. I would mention that suitable coping can be procured from a lock, belonging to the State, on the Genesee Valley canal, about six miles south of Rochester.

AQUEDUCTS.

There are four aqueducts on this division as follows:

LOCATION.	Total length, in feet.	Number of spans.	Span, in feet.	Height to coping from stream, ft.	Character of trunk.	Width of waterway, in feet.	Depth of water, in feet.	When built.	Original cost.
Lyons	130	5	20	18	Wood	50	7	1848	$42,106 18
Palmyra	94	3	24	19	Wood	50	7.20	1857	34,423 36
Rochester	800	2	25	27	Stone	43	7.67	1842	445,387 00
Rochester	....	7	52	....	.....	....	....	....	.....
Rochester	....	1	30	....	.....	....	....	....	.....
Medina	80	1	53	35	Stone	85	820	1855	50,811 00

In the aqueduct at Palmyra the timbers are badly decayed; they should be renewed wholly or in part.

On the twentieth of May, of this year, a bad leak occurred behind the east abutment, it was stopped, with difficulty, after filling in several boat-loads of gravel mixed with cement.

On the west side a piece of vertical wall should be erected to guard against leaks.

The aqueduct at Rochester, had originally a lining of plank in the bottom, it was taken out a number of years ago and a coating of tar substituted therefor; this had disappeared several years ago; it should have the joints cleaned out, caulked and a coating of Portland cement spread over it, as it leaks badly, and the action of the severe frosts, of this climate, is damaging the structure. This can, also, be said of the aqueduct at Medina; the earth should be removed on the towing-path side and the masonry pointed up and grouted, and the earth puddled back again as before.

BRIDGES.

There are forty-three wooden road or farm bridges, twenty of wood with lower cords of iron, and 157 entirely of iron, 220 in all, over the Erie canal, slips in Buffalo and elsewhere, being one more than in my last report. There have been two new road-bridges constructed during the last fiscal year, but, as the city of Rochester has erected a lift-bridge at Plymouth avenue, there is only an additional one to the total number belonging to the State.

There are thirty-one bridges belonging to different railroad companies over the Erie canal and the slips appertaining to it.

There are four lift-bridges belonging to the city of Rochester.

Also, two road-bridges belonging to the city of Bufialo, and one iron bridge belonging to a private individual.

There are, also, five iron road-bridges over the State ditch, in Tonawanda; one near the Sulphur Spring guard-lock, also, over a State ditch; one over the old canal, at Knappville, and one over the Oak Orchard feeder, at the Batavia road.

There are, also, fifty-one wooden road and farm-bridges over the State ditches in Erie and Niagara counties; one of these, at Goundry street, North Tonawanda, is to be replaced by a rubble arch-culvert, an appropriation having been made by the last Legislature; the work has been let; it will be completed this fall.

Two out of three wooden truss-bridges over the State ditch, in South Tonawanda, built and hitherto kept up the State, are, also, to be replaced by arch-culverts; the work has been let, and construction commenced under act of the last Legislature.

Wooden-bridge, No. 143, has been renewed during the last fiscal year.

Wooden-bridge, No. 45, has been replaced by one of iron; this formerly stood on wooden bents ; substantial stone abutments were constructed at this point, last spring.

No. 75, iron, at Plymouth avenue, in the city of Rochester, was replaced by a lift-bridge, built, and to be operated at the expense of the city.

No. 91 Main street, Brockport, was taken down and replaced by a lift-bridge under special act of the Legislature. It consisted of three trusses. With the addition of one new truss, these will make two new iron bridges which may be used where wooden bridges now exist either at Cromwell's highway (No. 95) four miles grocery (No. 89) or Webster's west highway (No. 101).

The iron bridge at Glasgow street, Clyde (No. 4), has been taken down and a lift-bridge put up in its place, the old superstructure will fit the abutment at Waldruff's highway (No. 3) the wooden bridge at which place will require renewal very shortly.

The iron bridge at Main street, Tonawanda (No. 177) has been replaced by one of wrought-iron twenty-nine feet from center to center of trusses, with two sidewalks, one of ten and the other of six feet in width. The old superstructure will not fit any abutments on this division.

Two new iron bridges have been built in the city of Buffalo, by special act of the Legislature, one at Hudson street and one at Austin street, both of these bridges open up new territory between the canal and the river.

The necessary amount of repairs have been given the roadways of bridges.

The south abutment of the towing-path bridge over the Tonawanda creek at Pendleton, which had long been gradually giving way towards the creek, owing to a settlement of the foundation, was taken down and rebuilt in a substantial manner last spring.

The swing-bridge over the Ohio slip at Ohio street in Buffalo, which had long been in a very bad condition, so that it was almost impossible to work the draw, was last spring entirely removed from its position, a pile foundation was given the center pier, which was rebuilt, new track substituted for the old one, the bridge may now be said to be in good shape for a structure which has often been struck both by vessels and cars. It can be operated with ease.

Wooden bridges Nos. 62 and 104 will have to be replaced by others during the next fiscal year.

The swing-bridge at West Main street in the city of Rochester will be replaced by a lift-bridge during the next winter, as per act chapter 351, Laws of 1888.

The present iron bridge at Geneva street in the village of Lyons will also be replaced by a lift-bridge, act chapter 546, Laws 1888.

An iron superstructure, Swart's plan, fifty-four feet six inch span, two roadways lie in the State yard, Buffalo, it was intended to use it over the State ditch in South Tonawanda, now that culverts are to be constructed there it will not be wanted, and might be of use on one of the lateral canals.

An iron swing-bridge, twenty-four feet six inches span, ten feet six inches width of roadway, is in the State yard, in Rochester, it was used for tow-path crossing of a slip in the city of Rochester, it might be made use of again for a similar purpose.

A number of bridges on the division are too low; they should be raised; they are No. 18, Lyons; No. 30, Port Gibson; Elk street, on Clark and Skinner canal, belonging to the State, and one on slip No. 1, belonging to the New York Central railroad, and one over the same slip, belonging to the city of Buffalo.

I append hereto a list of all the bridges on the canal and slips in Buffalo, showing their height above mean low water in the lake.

REPAIRS OF MASONRY OF BRIDGES.

On the abutments of thirteen of the bridges on this division, repairs should be made before the letting in of the water in the spring.

On sixty-seven, stone are missing.

On twenty, the coping and facestone need replacing.

A number of bridges require the masonry of both abutments and wings raised to retain the earth properly.

A list of stone and their sizes has been furnished to the Assistant Superintendent of Public Works.

At exposed points the berme abutments have been damaged by boats striking them during the prevalence of heavy winds; they should have piles driven in front of them, or wooden piers filled with stone placed at the ends of the wings.

CULVERTS.

There are 136 culverts on this division.

The large arch culvert at Irondequoit creek has had a double row of piles driven across the north end of the foundation and extending into the banks on each side; the space between them was filled with concrete; this was done to prevent the water which, percolating from the canal above, issued out below the foundation timbers; it has been found to answer the purpose intended.

The two box-culverts at Cornelius creek, Buffalo, and at the State ditch at Tonawanda, have been cleaned out and the wings at each end thoroughly repaired.

The culvert at Fish creek which last year leaked badly was stripped last spring and grouted up.

No. 36, at Donnely's farm on three mile level, which has been composed of two wooden trunks and two cast-iron pipes, has had the ends of the two wooden trunks stopped up with masonry, as a precautionary measure against a break; as the timber is much decayed, I would recommend that they be taken out entirely and pipes of cast-iron inserted instead.

A small stone-culvert under the Genesee River feeder should have a wooden trunk, as the stone one is constantly leaking.

A bill was passed, last winter, to lower a culvert near Rowe street, in the city of Rochester; this is rendered necessary by the fact that the city has extended so as to cover the ground drained by it, it is to be doubled in capacity, and will then have two iron pipes of two feet in diameter.

On the seventh of July, last, a break occurred at Adams basin, which carried away the south end of the double-arch culvert and the waste-weir gates which were attached to it, as well as about fifty feet of the bank; to close the gap thus made in the most expeditious manner, a crib of timber was made eighty feet in length, twenty feet in height and sixteen feet wide, this was filled with earth, the front was sheet piled and a bank made to connect it with the original bank. It will, probably, stand for some time, but it should be restored to its former usefulness as a waste-weir as well as culvert. I would recommend

that the end of the culvert be constructed with its wings, waste-weir and gates complete, a few feet south of the present end, and during the summer, then the junction of the two portions of the culvert, as well as the connections with the old banks on each side, could be made during the spring following.

As with the bridges, I have had a list made of the number of new stone required and their size, which will be required to put the culverts in good repair; the parapets and wings have been much displaced by frost. I would recommend, after they are rebuilt, that about two feet in thickness of field-stone be placed behind them to prevent the recurrence of this displacement.

Stone are gone from forty of these structures, and on fifty-one the parapets and wings should be relaid.

All require to be pointed up.

WASTE-WEIRS.

There are twenty-four waste-weirs on this division.

The one at Brockport was retimbered last spring, and the one at Cartersville replanked.

Those at Middleport, Albion, and on three-mile level should have the timber work renewed before another season's navigation.

The waste-weir at Cartersville should have an apron of rubble masonry built below the present wooden foundation, to keep the latter wet at all times, and thus prevent decay.

The waste-weir at Adams basin should be restored as soon as convenient, as there is now but one gate (at Spencerport) between Rochester and Brockport (twenty miles), a distance altogether too great to be without the means of discharge in case it is found to be expedient to draw off the water from the canal quickly, besides the natural stream below Brockport is quite small and closely built upon, so that the opening of those three gates under a full head of water would, I have no doubt, be attended with much damage to property below.

STOP-GATES.

There are six stop-gates on this division, as follows:

STOP-GATES.

LOCATION.	Width of water-way —Feet.	Number of gates.	Kind of gates.	For protection of bank.	Facing towards the—	Distance protected— Miles.	Original cost.
Bushnell basin	40.½	1	Tumble	Irondequoit bank	East	.....	$4,046 53
Cartersville	41	1	Tumble	Irondequoit bank	West	1.60	5,734 38
Adams basin	41	2 pairs	Miter	High bank	East and west.	13.09	8,283 40
Holley, east	39.6	1 pair	Miter	Holley bank	East	10.17	2,998 07
Holley, west	40.6	1	Tumble	Holley bank	West	2.23	4,365 00
Medina	40	1	Tumble	Road culvert	West	18.21	5,557 14

All of these structures require to be thoroughly repaired. The use made of the one at Adams basin during the repairing of the break this summer, showed the benefit to be derived from these structures in case of breaks.

The masonry in the center piers is light, and they have had many years of hard usage from being struck by boats, besides the usual action of the elements; some of them should be taken down and rebuilt wholly or in part, notably those at Holley Adams basin and the road culvert.

VERTICAL WALLS.

The length of time which has elapsed since these walls were built has, by the decay of the material in some cases together with the action of the frost, so displaced them that frequent slides occur. This is particularly so in the city of Rochester, in Albion and other villages west of Rochester, and is made worse from the fact that there was no good gravel to put behind them. In Rochester about five hundred feet in length was relaid last spring, which should be continued until the whole is relaid. I would mention that good stone can be procured for this purpose from the bed of the Genesee river, on State property, just below the acqueduct. In Buffalo the walls on the division pier, between the harbor and the canal, have been repaired and new docking placed thereon. A piece of wall was taken down and rebuilt in a substantial manner on the corner of Commercial slip and the Erie canal in Buffalo.

About fifty feet in length on the berme side of the canal on the west side of the aqueduct at Palmyra is much needed.

A slide which occured on the berme side of the canal at Tonawanda last fall was repaired last spring.

About one hundred feet in length on the towing-path side under the new bridge at Main street in the same village was constructed on a suitable foundation of piles, a thing much needed for many years.

A piece of docking having become decayed has fallen down between the change bridge at Pendleton and the towing-path bridge over the creek. A distance of about one hundred feet should have a vertical wall to replace the temporary wooden structure now there.

SLOPE WALLS.

The slope walls east of Rochester, owing to the nature of the soil being of a gravelly character are in good repair, but west of that city the soil changes and is composed for the most part of a mixture of clay and quicksand and the frost has heaved them out of shape.

SHEET PILING.

The sheet piling for fifty feet on each side of the culvert at Irondequoit was taken up last spring, longer plank substituted, and the bottom of the canal puddled afresh to stop the percolation of water into the culvert below, to the foundation of which it was doing considerable damage. This should be continued for 100 feet further on each side, and as by reason of long-continued throwing-in of sand to stop filtration, the prism of the canal has become a good deal lessened in size, this might be continued the whole length of the embankment. This has been done at Bushnell's basin, and that embankment, from being the most dangerous piece of canal on the division, may now be considered quite safe from any mishap.

CANAL BANKS.

Considerable attention has been paid to raising the banks and strengthening the same, so as to sustain a greater depth of water, notably below Lockport, for some miles between Pittsford lock and the village of that name.

The Montezuma level should be made to carry six inches more water; this would save cleaning out the canal, and, at the same time, give six inches more water on the miter-sill at the Port Byron lock, a thing much to be desired; this can only be accomplished by raising the banks.

The level between lock 55, Lyons, and 56, poor-house, might be raised to good advantage six inches; this would reduce the amount of water used at the high-lift lock, No. 56, and lessen the amount required on the lower end of the division.

The raising the towing-path on Tonawanda creek has been continued; where completed, it has received a coating of cinders or gravel; this raising the bank and rip-rapping the face of the towing-path, now nearly or quite completed, is a marked improvement.

PRISM OF THE CANAL.

In my former reports I have mentioned the large amount of silty matter which has accumulated in the canal on this division. This has chiefly been deposited on the berme side, where the action of passing steamers does not disturb its deposit. I have recommended the use of dredges for its removal.

An appropriation was made last winter for "deepening and bottoming out said Erie canal to its original standard depth."

A party of engineers have been employed, during the last two months, sounding the canal to determine the amount of work to be

done to accomplish this on the Seventeen-mile level and on the Long level between Rochester and Lockport.

As this work of bottoming out the canal to its original depth can not be done in the exact manner prescribed by the law by dredging, it must be accomplished by hand-labor during the winter months; a laborious and expensive way of accomplishing the work.

Instead of this, I would recommend on the Seventeen-mile level, where the accumulation is but slight, that a dredge be used, keeping in the center of the canal and taking out a good bucket-full in such a way as not to endanger the slope-wall; the material being of a quick-sand character would soon assume a smooth shape leaving a good depth of water in the center of the canal for the passage of boats; this could be continued from the lower end, at Macedon, up as far as Bushnell's basin embankment, skipping, of course, where culverts are near the bottom, and where lining has been resorted to to render the bottom impervious to leakage; above that point to the lock above Pittsford, the result can be better accomplished by raising the banks and the water-surface.

On the Long level, between Rochester and Lockport, the same course could be adopted where the bottom is of earth, and, as the volume of silty matter is much greater, a good portion of that could be removed without endangering the slope walls.

Where the bottom is of rock, a good portion of the silt could, in like manner, be removed with the dredge and the rest by hand-labor.

On the Seventeen-mile level the work could be done in the usual manner, with dump-scows, as the material could be deposited in the deep water at the "Ox-bow," but on the Long level it would be disposed of as described in my report of last year, viz.: Dumped into boxes on scows by the dredge, and those emptied over the bank by means of steam-derrick.

I append a list of the distances where the bottom of the canal is composed of earth and rock on the Long level, between Rochester and Lockport.

The usual amount of work was expended in cleaning out the canal in the spring, it was thoroughly done between the village of Pittsford and the lock above, to facilitate the passage of the water to the narrow canal at the Irondequoit embankment below.

SEA WALL, BUFFALO.

No repairs have been made on this during the fiscal year.

BIRD ISLAND PIER.

A large amount of work is needed to put this important structure in repair from the ravages occasioned by the grinding of the ice of the last few winters.

ERIE BASIN BREAKWATER.

No repairs have been made on this structure during the last fiscal year, as it is in good condition.

SEWERS IN BUFFALO.

There is still a large amount of territory, the sewage from which should be conducted into the trunk-sewer, which must be done by pumping, to relieve the Hamburg canal from its filthy condition, viz., all that portion of the city which lies between that canal and the harbor. There are a number of factories in this district which should be made to pump their refuse across the Hamburg canal so that it would enter sewers on the other side leading to the trunk-sewer. This is particularly the case with the grape sugar works.

There is, also, a portion of the city lying between the trunk-sewer, on Swan street, and the Hamburg canal, which empties its sewage into the latter. This should be remedied.

Since my last report the city has completed the four-feet sewer leading from the Bird Avenue sewer to the trunk-sewer at Albany street.

The large sewer (Hertel avenue), which will empty the whole of its contents into the river through the Cornelius Creek culvert, is approaching completion.

The finishing of these two last-mentioned sewers will relieve the canal from the dry-weather flow of the whole city, with the exceptions mentioned above.

The city of Locksport empties all, and the city of Rochester a part of its sewage into the canal; the latter city is making preparations to relieve it from this evil.

DREDGING IN THE HARBOR AND BASINS OF BUFFALO.

An appropriation of $30,000 has been expended, this summer, on these appendages of the Erie canal; quite outside of this department, however.

DEEPENING THE CHANNEL OF OAK ORCHARD FEEDER.

A partial expenditure of an appropriation of $25,000 on this work has been made, also, entirely separate from supervision of the Division and Resident Engineers.

NAVIGATION.

On the seventh of July a break occurred at Adams basin, carrying away the south end of the culvert and destroying the waste-weir which occupied the head of the same; it also cut out about fifty feet of the bank. It was repaired in a temporary manner by constructing a crib-work filled in with earth across the opening. Navigation was detained twelve days.

On July twenty-seventh a break occurred in the berme bank on the Three-mile level carrying away about thirty feet of bank by which navigation was suspended twenty-four hours.

Other than these there has been no detention to navigation during the season up to the present time.

ENGINEERING.

This division has been under the charge of Thomas Evershed as division engineer and John Bisgood as resident engineer.

The large number of structures built during the last fiscal year has required constant attention from the engineer force which was largely increased to meet it. The additional force has been reduced again to suit the reduced amount of work to be done the next winter.

Surveys have been made of the lands overflowed and notes taken of the damage done to the crops below the two breaks before mentioned. In one case the survey extended for a distance of twelve miles from the place at which the break occurred.

Several other surveys have been made for the Board of Claims, all of which consumed time of the assistant engineers.

Respectfully submitted.

THOS. EVERSHED,
Division Engineer.

Statement giving names, rank, number of days and compensation of engineers upon the repairs of the Western Division of the New York State canals, with incidental expenses during the fiscal year ending September 30, 1888, *from October* 1, 1887, *to September* 30, 1888.

ORDINARY REPAIRS — ERIE CANAL.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
Thomas Evershed	Division engineer	Salary	$2,400 per year	$2,400 00
Thomas Evershed	Division engineer	Expenses.		381 19
John Bisgood	Resident engineer	¼ of year.	$2,000 per year	500 00
John Bisgood	Resident engineer	Expenses.		121 42
John Bisgood	Resident engineer	36 days	$2,000 per year	230 04
Charles Szen	Asst. eng'r in charge.	16 days	$6 per day	96 00
Charles Szen	Asst. eng'r in charge.	Expenses.		19 59
George P. Hilton	Draughtsman	Plans		186 00
M. W. Wilbur	Leveler	78 days	$4.50 per day	351 00
M. W. Wilbur	Leveler	Expenses.		15 48
F. C. Gunn	Leveler	2 days	$4.50 per day	9 00
F. C. Gunn	Leveler	Expenses.		8 17
M. W. Wilbur	Rodman	62 days	$3.50 per day	217 00
M. W. Wilbur	Rodman	Expenses.		95 92
J. B. Barrett	Rodman	134 days	$3.50 per day	469 00
J. B. Barrett	Rodman	Expenses.		107 45
D. R. Lee	Rodman	2 days	$3.50 per day	7 00
D. R. Lee	Rodman	Expenses.		7 72
C. A. Cockroft	Rodman	7 days	$3.50 per day	24 50
C. A. Cockroft	Rodman	Expenses.		7 33
John Pinkel	Chainman	8 days	$2.50 per day	20 00
John Pinkel	Chainman	Expenses.		7 52
				$5,281 33
Incidental Expenses.				
Stationery			$70 30	
Fuel, light and office rent			404 14	
Postage and telegraph			73 73	
Miscellaneous			143 00	
				691 17
Total				$5,972 50

EXTRAORDINARY REPAIRS.

Lengthening locks 63 *and* 64.—*Act chapter* 416, *Laws of* 1888.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
Geo. I. Bailey	Asst. eng'r in charge.	39	$6.00 per day	$234 00
Geo. I. Bailey	Asst. eng'r in charge.	Expenses.		12 48
D. R. Lee	Rodman	28	$3.50 per day	98 00
D. R. Lee	Rodman	Expenses.		5 66
Henry Geck	Chainman	25	$2.50 per day	62 50
Henry Geck	Chainman	Expenses.		3 86
				$416 50
Incidental Expenses.				
Stationery				21 59
Total				$438 09

EXTRAORDINARY REPAIRS — SURVEY FOR CLAIMS, BEFORE THE COURT OF CLAIMS.

Act chapter 249, *Laws of* 1888.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	15	$2,000 per year	$95 85
John Bisgood	Resident engineer	Expenses		12 38
Geo. I. Bailey	Asst. eng'r in charge.	33	$6.00 per day	198 00
Geo. I. Bailey	Asst. eng'r in charge.	Expenses		30 69
M. W. Wilbur	Leveler	6	$4.50 per day	27 00
M. W. Wilbur	Leveler	Expenses		4 12
F. C. Gunn	Leveler	11	$4.50 per day	49 50
F. C. Gunn	Leveler	Expenses		8 06
W. T. Leighton	Leveler	14	$4.50 per day	63 00
W. T. Leighton	Leveler	Expenses		11 46
Edwin Styring	Rodman	9	$3.50 per day	31 50
Edwin Styring	Rodman	Expenses		6 91
D. R. Lee	Rodman	21	$3.50 per day	73 50
D. R. Lee	Rodman	Expenses		19 75
J. B. Barrett	Rodman	12	$3.50 per day	42 00
J. B. Barrett	Rodman	Expenses		9 78
D. M. Teller	Chainman	3	$2.50 per day	7 50
D. M. Teller	Chainman	Expenses		3 31
R. B. Green	Chainman	12	$2.50 per day	30 00
R. B. Green	Chainman	Expenses		10 28
M. F. Wemple	Chainman	12	$2.50 per day	30 00
M. F. Wemple	Chainman	Expenses		10 28
Henry Geck	Chainman	3	$2.50 per day	7 50
Henry Geck	Chainman	Expenses		1 98
D. F. Hennessy	Chainman	12	$2.50 per day	30 00
D. F. Hennessy	Chainman	Expenses		9 78
				$824 13
Incidental Expenses.				
Peter Ring, livery, ten days at $6			$60 00	
Stationery			15 90	
				75 90
Total				$900 03

EXTRAORDINARY REPAIRS.

Oak Orchard Creek feeder — Act chapter 424, *Laws of* 1887.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	3½	$2,000 per year	$22 37
John Bisgood	Resident engineer	Expenses		23 46
F. N. Kimball	Asst. eng'r in charge.	3	$6.00 per day	18 00
F. N. Kimball	Asst. eng'r in charge.	Expenses		19 44
Total				$83 27

EXTRAORDINARY REPAIRS.

Engineering expenses for cross-sectioning Erie canal for the fiscal year ending September 30, 1888 — *Act chapter* 416, *Laws of* 1888.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
F. C. Gunn	Leveler	25	$4.50 per day	$112 50
F. C. Gunn	Leveler	Expenses		59 87
D. R. Lee	Rodman	24	$3.50 per day	84 00
D. R. Lee	Rodman	Expenses		35 19
W. T. Leighton	Chainman	16	$2.50 per day	40 00
W. T. Leighton	Chainman	Expenses		21 56
D. M. Teller	Chainman	12	$2.50 per day	30 00
D. M. Teller	Chainman	Expenses		21 31
E. Parkhurst	Chainman	12	$2.50 per day	30 00
E. Parkhurst	Chainman	Expenses		16 82
Henry Geck	Chainman	24	$2.50 per day	60 00
Henry Geck	Chainman	Expenses		31 08
				$542 43
Incidental expenses.				
Stationery			$15 00	
E. Dart, labor in making stakes			8 75	
Miscellaneous			17 40	
				41 15
Total				$583 48

EXTRAORDINARY REPAIRS.

Engineering expenses for lengthening lock No. 72, *on the Erie canal, for the fiscal year ending September* 30, 1888 — *Act chapter* 463, *Laws of* 1887.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	22	$2,000 per year	$140 57
John Bisgood	Resident engineer	Expenses		73 84
Charles Szen	Asst. eng'r in charge.	212	$6.00 per day	1,272 00
Charles Szen	Asst. eng'r in charge.	Expenses		139 05
C. A. Cockroft	Rodman	195	$3.50 per day	682 50
C. A. Cockroft	Rodman	Expenses		12 80
John Pinkel	Chainman	184	$2.50 per day	460 00
John Pinkel	Chainman	Expenses		9 06
Fred. Kruger	Chainman	27½	$2.50 per day	68 75
William Toohey	Chainman	71	$2.50 per day	177 50
William Toohey	Chainman	Expenses		1 38
				$3,037 45
Incidental Expenses.				
Fuel, light and office rent				106 50
Total				$3,143 95

EXTRAORDINARY REPAIRS.

Engineering expenses for lengthening locks on the Erie canal, for the fiscal year ending September 30, 1888 — Act chapter 113, Laws of 1887.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	58	$2,000 per year	$370 62
John Bisgood	Resident engineer	Expenses		72 60
Byron Holley	Asst. eng'r in charge.	157	$6.00 per day	942 00
Byron Holley	Asst. eng'r in charge.	Expenses		192 54
George I. Bailey	Asst. eng'r in charge.	238	$6.00 per day	1,428 00
George I. Bailey	Asst. eng'r in charge.	Expenses		299 22
F. N. Kimball	Asst. eng'r in charge.	257	$6.00 per day	1,542 00
F. N. Kimball	Asst. eng'r in charge.	Expenses		308 48
M. W. Wilbur	Leveler	120	$4.50 per day	540 00
M. W. Wilbur	Leveler	Expenses		40 62
W. T. Leighton	Leveler	71	$4.50 per day	319 50
W. T. Leighton	Leveler	Expenses		4 02
F. C. Gunn	Leveler	236	$4.50 per day	1,062 00
F. C. Gunn	Leveler	Expenses		29 32
J. E. Ostrander	Leveler	230	$4.50 per day	1,035 00
J. E. Ostrander	Leveler	Expenses		49 05
G. C. Mills	Leveler	151	$4.50 per day	679 50
G. C. Mills	Leveler	Expenses		28 85
J. B. Barrett	Rodman	131	$3.50 per day	472 50
J. B. Barrett	Rodman	Expenses		28 56
George J. Bischof	Rodman	219	$3.50 per day	766 50
George J. Bischof	Rodman	Expenses		3 64
D. R. Lee	Rodman	189	$3.50 per day	661 50
D. R. Lee	Rodman	Expenses		72
Edwin Styring	Rodman	206	$3.50 per day	721 00
Edwin Styring	Rodman	Expenses		5 90
S. L. Way	Rodman	157	$3.50 per day	549 50
S. L. Way	Rodman	Expenses		30 75
W. T. Leighton	Rodman	102	$3.50 per day	357 00
W. T. Leighton	Rodman	Expenses		32 65
Henry Geck	Chainman	260	$2.50 per day	650 00
Henry Geck	Chainman	Expenses		62 22
Henry Blum	Chainman	59	$2.50 per day	147 50
Henry Blum	Chainman	Expenses		5 71
Charles Raymond	Chainman	146	$2.50 per day	365 00
Charles Raymond	Chainman	Expenses		3 16
M. F. Wemple	Chainman	104	$2.50 per day	260 00
M. F. Wemple	Chainman	Expenses		14 30
Wm. Toohey	Chainman	39	$2.50 per day	97 50
Wm. Toohey	Chainman	Expenses		3 40
D. M. Teller	Chainman	216	$2.50 per day	540 00
D. M. Teller	Chainman	Expenses		15 38
R. B. Green	Chainman	255	$2.50 per day	637 50
R. B. Green	Chainman	Expenses		80 86
				$15,456 07

Incidental Expenses.

Stationery	$144 74	
Fuel, light and office rent	145 63	
Postage and telegraph	85 12	
Miscellaneous	229 30	
		604 79
Total		$16,060 86

EXTRAORDINARY REPAIRS.

Main street bridge, Brockport, N. Y. — Act chapter 118, *Laws of* 1887.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	46	$2,000 per year	$293 94
John Bisgood	Resident engineer	Expenses		39 05
M. W. Wilbur	Leveler	21	$4.50 per day	94 50
M. W. Wilbur	Leveler	Expenses		31 82
J. B. Barrett	Rodman	9	$3.50 per day	31 50
J. B. Barrett	Rodman	Expenses		15 68
Total				$506 49

EXTRAORDINARY REPAIRS.

South Tonawanda culverts — Act chapter 348, *Laws of* 1888.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
Geo. I. Bailey	Asst. eng'r in charge.	23	$6.00 per day	$138 00
Geo. I. Bailey	Asst. eng'r in charge.	Expenses		31 27
M. W. Wilbur	Leveler	9	$4.50 per day	40 50
M. W. Wilbur	Leveler	Expenses		19 42
W. T. Leighton	Leveler	2	$4.50 per day	9 00
J. B. Barrett	Rodman	9	$3.50 per day	31 50
J. B. Barrett	Rodman	Expenses		21 42
Henry Geck	Chainman	1	$2.50 per day	2 50
Henry Geck	Chainman	Expenses		3 34
Total				$296 95

EXTRAORDINARY REPAIRS.

Glasgow street bridge, Clyde, N. Y.— Act chapter 402, *Laws of* 1887.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	5	$2,000 per year	$31 95
John Bisgood	Resident engineer	Expenses		11 89
George P. Hilton	Draughtsman			84 00
F. N. Kimball	Asst. eng'r in charge.	10	$6.00 per day	60 00
M. W. Wilbur	Leveler	1	$4.50 per day	4 50
M. W. Wilbur	Leveler	Expenses		2 82
J. B. Barrett	Rodman	1	$3.50 per day	3 50
J. B. Barrett	Rodman	Expenses		2 82
Total				$201 48

EXTRAORDINARY REPAIRS.

Main street bridge, Rochester, N. Y.— Act chapter 351, *Laws of* 1888.

NAME.	Rank.	Number of days. etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	7½	$2,000 per year	$47 92
M. W. Wilbur	Leveler	4	$4.50 per day	18 00
J. B. Barrett	Rodman	3	$3.50 per day	10 50
M. F. Wemple	Chainman	2	$2.50 per day	5 00
M. F. Wemple	Chainman	Expenses		3 22
Total				$84 64

EXTRAORDINARY REPAIRS.

Main street bridge, Tonawanda, N. Y.— Act chapter 585, *Laws of* 1887.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	2	$2,000 per year	$12 78
John Bisgood	Resident engineer	Expenses		4 14
Charles Szen	Asst. eng'r in charge.	6	$6.00 per day	36 00
Charles Szen	Asst. eng'r in charge.	Expenses		10 69
C. A. Cockroft	Rodman	4	$3.50 per day	14 00
C. A. Cockroft	Rodman	Expenses		7 03
John Pinkel	Chainman	4	$2.50 per day	10 00
John Pinkel	Chainman	Expenses		7 72
Total				$102 36

EXTRAORDINARY REPAIRS.

Austin street bridge, Buffalo, N. Y. — Act chapter 587, *Laws of* 1887.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	5	$2,000 per year	$31 95
John Bisgood	Resident engineer	Expenses		6 98
Charles Szen	Asst. eng'r in charge.	13	$6.00 per day	78 00
C. A. Cockroft	Rodman	13	$3.50 per day	45 50
John Pinkel	Chainman	25	$2.50 per day	62 50
Geo. P. Hilton	Draughtsman			43 00
Total				$267 93

EXTRAORDINARY REPAIRS.

Iron pipe under canal between Ninth and Tenth streets, Rochester, N. Y.— Act chapter 352, *Laws of* 1888.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	8	$2,000 per year	$51 12

EXTRAORDINARY REPAIRS.

Cottage street bridge, Lockport, N. Y.— Act chapter 150, *Laws of* 1887.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	5	$2,000 per year	$31 95
John Bisgood	Resident engineer	Expenses		13 58
M. W. Wilbur	Leveler	2	$4.50 per day	9 00
M. W. Wilbur	Leveler	Expenses		9 04
J. B. Barrett	Rodman	2	$3.50 per day	7 00
J. B. Barrett	Rodman	Expenses		9 04
Total				$79 61

EXTRAORDINARY REPAIRS.

Hudson street bridge, Buffalo, N. Y.— Act chapter 59, *Laws of* 1887.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total Amount.
John Bisgood	Resident engineer	6	$2,000 per year	$38 34
John Bisgood	Resident engineer	Expenses		6 52
Fred Krueger	Chainman	7½	$2.50 per day	187
Total				$63 61

EXTRAORDINARY REPAIRS.

Geneva street bridge, Lyons, Wayne county, N. Y.— Act chapter 546, *Laws of* 1888.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	6	$2,000 per year	$38 34
John Bisgood	Resident engineer	Expenses		4 58
M. W. Wilbur	Leveler	2	$4.50 per day	9 00
M. W. Wilbur	Leveler	Expenses		4 58
J. B. Barnett	Rodman	2	$3.50 per day	7 00
J. B. Barnett	Rodman	Expenses		4 58
D. R. Lee	Rodman	1	$3.50 per day	3 50
D. R. Lee	Rodman	Expenses		2 54
Total				$74 12

EXTRAORDINARY REPAIRS.

Parker street bridge, Fairport, Monroe county, N. Y.— Act chapter 612, *Laws of* 1887.

NAME.	Rank.	Number of days, etc.	Rate of compensation.	Total amount.
John Bisgood	Resident engineer	9	$2,000 per year	$57 51
John Bisgood	Resident engineer	Expenses		9 37
George P. Hilton	Draughtsman	Plans		24 00
M. W. Wilbur	Leveler	8	$4.50 per day	36 00
M. W. Wilbur	Leveler	Expenses		5 90
J. B. Barrett	Rodman	6	$3.50 per day	21 00
J. B. Barrett	Rodman	Expenses		3 30
Total				$157 08

Summary of engineering expenses upon the Western Division New York State canals, for the fiscal year ending September 30, 1888.

Ordinary repairs	$5,972 50
Extraordinary repairs:	
Survey for Court of Claims, act chapter 249, Laws of 1888,	900 03
Oak Orchard Creek feeder, act chapter 424, Laws of 1887,	83 27
Cross-sectioning Erie canal, act chapter 416, Laws of 1888	583 48
Lengthening lock No. 72, act chapter 463, Laws of 1887,	3,143 95
Lengthening locks, Erie canal, act chapter 113, Laws of 1887	16,060 86
Lengthening locks Nos. 63 and 64, Erie canal, act chapter 416, Laws of 1888	438 09

South Tonawanda culverts, act chapter 348, Laws of 1888,	$296 95
Brockport bridge, act chapter 118, Laws of 1887	506 49
Clyde bridge, act chapter 402, Laws of 1887	201 48
Main street bridge, Rochester, act chapter 351, Laws of 1888	84 64
Main street bridge, Tonawanda, act chapter 585, Laws of 1887	102 36
Austin street bridge, Buffalo, act chapter 587, Laws of 1887	267 93
Lockport bridge, act chapter 150, Laws of 1887	79 61
Hudson street bridge, Buffalo, act chapter 59, Laws of 1887	63 61
Lyons bridge, act chapter 546, Laws of 1888	74 12
Fairport bridge, act chapter 612, Laws of 1887	157 08
Iron pipe under canal in Rochester, act chapter 352, Laws of 1888	51 12
Total engineering expenses western division	$29,067 57

TABLE OF BRIDGES.

Number.	NAME.	Class.	Plan.	Material.	Clear span.	Number of roadways.	C. to C. trusses.	Number of sidewalks.	Width of sidewalks.	Skew.	When erected.	Cost of superstructure.
1	Wayne county line	Highway.	Whipple, truss	W.&I.	72.3	1	17.3	....	.....	.....	1882	Supt.
2	Pit lock	Highway.	Whipple, truss	W	72.5	1	17.2	....	.....	.....	1881	Supt.
3	Waldruff's	Highway.	Whipple, truss	W	73	1	17.3	....	.....	.....	1879	Supt.
4	Glasgow street, Clyde	Highway.	Lift, lattice	Wt. I.	22	1	75.3	2	6	8° 10′ R	1888	$6,623.
5	Sodus street, Clyde	Highway.	Whipple, arch	C. I...	79.8	1	19.1	2	6	22° R	1854	$2,354.10.
6	Sigman	Farm	Whipple, truss	W	71.6	1	12.1	....	.....	.....	1879	Supt.
7	Barker's	Farm	Whipple, truss	W	71.2	1	12.2	....	.....	.....	1883	Supt.
8	Long's	Farm	Whipple, truss	W	70.7	1	12.2	....	.....	.....	1882	Supt.
9	Lock, Berlin	Highway.	Lattice	Wt. I.	71.6	1	17	....	.....	.....	1881	$1,192.44.
10	Horton's	Highway.	Whipple, arch	C. I...	71.4	1	17.5	....	.....	.....	1879	$929.83.
11	Goetzman	Farm	Whipple, truss	W.&I.	71.5	1	11.6	....	.....	.....	1881	Supt.
12	Klau's	Highway.	Whipple, truss	W	73.90	1	17	....	.....	.....	1882	Supt.
13	Richmond	Farm	Whipple, truss	W.....	73.11	1	12	....	.....	.....	1881	Supt.
14	Cole's	Highway.	Lattice	Wt. I.	73.10	1	17	....	.....	.....	1882	$1,227.72.
15	Geneva street, Lyons	Highway.	Whipple, arch	C. I...	84	1	19.1	2	4.8 6	16° R	1856	$2,024.
16	Church street, Lyons	Highway.	Whipple, arch	C. I...	99.5	1	19.1	2	5.6 7	34° 55′ L	1855	$3,100.50,
17	Water street, Lyons	Highway.	Whipple, arch	C. I...	86.6	1	19.1	2	6	21° 15′ L	1856	$2,479.40.
18	Leache's, Lyons	Highway.	Whipple, arch	C. I...	72.10	1	17.1	....	.....	.....	1872	$2,470.55.
19	Prime's	Farm	Whipple, truss	W	71.5	1	12.2	....	.....	.....	1882	Supt.
20	Park's	Highway.	Lattice	Wt. I.	82.6	1	17	...	.....	.....	1882	$1,515.50,
21	Mosher's	Highway.	Lattice	Wt. I.	71	1	17	....	.....	.....	1882	$1,192.44.
22	Change bridge	Change ..	Bowstring	Wt. I.	71.10	1	12	....	.....	.....	1881	$1,123.91.
23	Lockville	Highway.	Whipple, arch	C. I...	99.5	1	19.3	....	.....	1° 35′ L	1873	$4,998.23.
24	Charles street, Newark	Highway.	Whipple, arch	C. I...	73.10	1	19	....	.....	6° 30′ R	1856	$1,364.10.
25	Main street, Newark	Highway.	Whipple, arch	C. I...	78.6	1	19.1	2	4.9 6	.....	1856	$2,069.47.
26	Allerton's	Highway.	Whipple, arch	C. I...	71.3	1	17	....	.....	.....	1880	G. V. canal.
27	Peck's	Highway.	Whipple, arch	C. I...	71.4	1	18	...	.....	.....	1884	G. V. C.
28	Sweezy's	Farm	Whipple, truss	W	72.5	1	17.2	....	.....	.....	1871	Supt.
29	Palmer's	Highway.	Whipple, truss	W	71.4	1	17.1	....	.....	.....	1883	Supt.
30	Port Gibson	Highway.	Whipple, arch	C. I...	87	1	19.2	....	.....	.....	1859	$1,729.
31	Galloway's	Highway.	Lattice	Wt. I.	72.2	1	17	....	.....	.....	1881	$1,192.44.
31½	Kent street, Palmyra	Highway.	Swartz's patent	C. I...	90	1	19	....	.....	.....	1882	Com. st., Buffalo.
32	Railroad ave., Palmyra	Highway.	Whipple, arch	C. I...	96	2	18.3 18.6	1	6	32° 15′ R	1870	$5.406.
33	Market street, Palmyra	Highway.	Whipple, arch	C. I...	80.1	1	18	1	6	4° 55′ L	1870	$2,689.25.

34	Church street, Palmyra..	Highway.	Whipple, arch	C. I...	80.11	1	19.4	....	.....	.....	1857	$1,386.
35	Change bridge	Change ..	Pipe, truss	C. I...	71.10	1	12.3	....	.....	.....	1880	W.-lock, Rochest'r.
36	Crandall's	Highway.	Whipple, truss	W	71.11	1	17	....	.....	.....	?	Supt.
37	Clark's	Farm.	Whipple, truss	W	72.2½	1	12.2	....	.....	.....	1879	Supt.
38	White's	Highway.	Whipple, arch	C. I...	71.1	1	17	....	.....	.....	1880	G. V. C.
39	Highway and change	Highway.	Lattice	Wt. I.	73	1	16	1	9	.....	1881	$1,792.44.
40	Macedon	Highway.	Whipple, arch	C. I...	72.3	1	17.3	....	.....	.....	1860	$1,092.40.
41	Frear's	Highway.	Whipple, truss, cove sheathed	W	72.3	1	17	....	.....	.....	1858	Supt.
42	Wayneport	Highway.	Whipple, truss, sheathed....	W	70.2	1	17.6	....	.....	.....	1858	Supt.
43	Knapp's	Highway.	Whipple, truss	W	72.8	1	17	....	.....	.....	1886	Supt.
44	Baker's	Highway.	Whipple truss	W.&I.	72.10	1	18.10	....	.....	.....	1884	Supt.
45	Parker's	Highway.	Lattice	Wt. I.	86	1	17	1	5	3° R	1888	$2,184.
46	Main street, Fairport.....	Highway.	Whipple, arch	C. I...	84.7	1	19.2	2	6	30° 26′ L	1856	$2,212.50.
47	Fullam basin	Highway.	Whipple, truss	W	76	1	17.1	....	.....	13° 30′ R	1886	Supt.
48	Wapping	Highway.	Whipple, truss	W & I	83.7	1	17.6	....	.....	27° 45′ L	1877	Supt.
49	Wiltsie's	Highway.	Whipple, arch	C. I...	74.4	1	20.1	....	.....	10° 30′ L	1882	Brown st., Roch'r.
50	Bushnell's basin	Highway.	Whipple, arch	C. I...	83.11	1	19.1	2	6	30° 30′ L	1856	$2,212.50.
51	Cartersville	Highway.	Whipple, truss	W	75.3	1	17.	....	.....	.....	1885	Supt.
52	Guernsey	Farm	Whipple, truss	W.&I.	99.9	1	17.1	....	.....	10° 35′ R	1875	Supt.
53	Pittsford	Highway.	Whipple, arch	C. I...	83.8	1	19.1	2	6.7	32° 46′ R	1870	$1,526.50.
54	Main street, Pittsford....	Highway.	Whipple, arch	C. I...	77.11	1	19.1	2	{ 4.6 / 5 }	24° 20′ L	1856	$1,927.
55	Sutherland's	Highway.	Whipple, arch	C. I...	84.8	1	19.	....	.....	31° 45′ L	1879	Genesee st., Buff.
56	Cook's	Highway.	Whipple, truss	W.&I.	74.8	1	14.8	....	.....	12° 45′ R	1877	Supt.
57	Weed's	Highway.	Whipple, truss	W.....	74.7	1	17.	....	.....	.....	1885	Supt.
58	Billinghurst	Highway.	Whipple, arch	C. I...	74.	1	18.3	....	.....	.....	1867	$2,117.41.
59	Donnely's	Highway.	Whipple, truss	W.....	73.6	1	17.3	....	.....	2° 10′ L	1876	Supt.
60	Drake's	Highway.	Whipple, truss	W.&I.	73.	1	17.1	....	.....	2° 10′ L	1876	Supt.
61	Brighton	Highway.	Whipple, arch	C. I...	76.3	1	18.	....	.....	15° 50′ R	1857	$1,336.50.
62	Culver road	Highway.	Whipple, truss	W.&I.	80.	1	15.4	....	.....	.....	1877	Supt.
63	Monroe ave., Rochester..	Highway.	Lattice	Wt. I.	112.	1	21.	2	7.	45° L	1887	$4,975.
64	Goodman st., Rochester..	Highway.	Whipple, arch	C. I...	91.1	1	17.5	2	6.	18° R	1875	$2,730.
65	Nelson street, Rochester.	Highway.	Cooper, arch	Wt. I.	91.1	1	19.	2	6.	10° 10′ L	1873	$4,320.
66	Averill ave., Rochester...	Highway.	Whipple, arch	C. I...	84.11	1	18.2	2	6.	.....	1875	$1,530.
67	Alexander st., Rochester.	Highway.	Whipple, arch	C. I...	74.2	1	19.	2	6.	.....	1856	$1,880.
67½	Pinnacle ave., Rochester.	Highway.	Lattice	W.&I.	88.	1	19.	2	6.6	10° 45′ L	1887	$2,631.
68	St. Paul st., Rochester....	Highway.	Lattice	W.&I.	113.6	2	18.2	2	8.	50° 45′ L	1875	$6,925.50.
69	Griffith street, Rochester.	Highway.	Pipe, truss	C. I.	{ 108 E. / 102 W. }	1	16.9	....	.....	23° 52′ R	1864	$4,012.31.
70	Weigh-lock, Rochester...	Change ..	Bow-string	W. I..	137.	1	13.4	....	.....	.....	1880	$4,655.
71	Court street, Rochester ..	Highway.	Whipple, arch	C. I...	75.8	2	15.8	2	7.6	3° 45′ L	1856	$1,880.
73	Exchange st., Rochester..	Highway.	Swing	Wt. I.	83.6	1	18	2	5.4	.....	1869	$6,475.
74	Fitzhugh st., Rochester..	Highway.	Whipple, arch	C. I...	86.7	1	18.2	2	9.1	7° 12′ R	1859	$2,430.
76	Washington street, Roch.	Highway.	Bollman, truss	C. I...	85.6	1	21.3	2	9.2	17° 15′ L	1855	$3,864.95.
77	West avenue, Rochester..	Highway.	Swing	Wt. I.	82.9	1	18.	2	6.6	.....	1875	$8,050.
78	Ford street, Rochester....	Highway.	Bollman, truss	C. I...	95.8	1	15.6	2	5.4	26° 30′ L	1855	$4,021.39.
79	Genesee valley canal.....	Tow-path	Whipple, pipe truss	C. I...	91	1	14.10	....	.....	.....	1873	$1,991.48.
82	Jay street, Rochester.....	Highway.	Whipple, arch	C. I...	84.2	1	20.3	2	6.6	10° 30′ L	1859	$1,504.50.
83	Smith street, Rochester..	Highway.	Whipple, arch	C. I...	92.10	1	16	2	5	18° 30′ R	1873	$2,601.20.
85	Emerson st., Rochester ..	Highway.	Bollman, truss	C. I...	106.10	1	18	2	6.3	23° R	1875	West avenue.

TABLE OF BRIDGES — (*Continued*).

Number.	NAME.	Class.	Plan.	Material.	Clear span.	Number of roadways.	C. to C. trusses.	Number of sidewalks.	Width of sidewalks.	Skew.	When erected.	Cost of superstructure.
86	Rowe street, Rochester ..	Highway.	Whipple, arch	C. I...	95.5	1	18.10	....	.....	30° 4′ R	1873	$2,200.
87	Change	Change ..	Bowstring	W.&I.	82.7	1	13	....	.....	.....	1879	$700.
88	Scott's	Highway.	Whipple, truss	W.&I.	82.2	1	15.4	....	.....	18° 45′ L	1877	Supt.
89	Four-mile grocery	Highway.	Whipple, truss	W	81.2	1	17	....	.....	15° 45′ R	1880	Supt.
90	Speirs	Highway.	Whipple, truss	W.&I.	81.2	1	17	....	.....	10° 30′ R	1876	Supt.
91	Six-mile grocery	Highway.	Whipple, trapezoidal truss ..	C. I...	93.2	1	19.2	....	.....	30° L	1887	Monroe avenue.
92	Douglass	Farm.....	Whipple, truss	W	80.6	1	13.4	....	.....	.....	1875	Supt.
93	Finley	Highway.	Whipple, truss	W.&I.	83.8	1	17.4	....	.....	18° 45′ R	1877	Supt.
94	South Greece	Highway.	Whipple, truss	W.&I.	92.1	1	19	....	.....	28° 32′ L	1881	Supt.
95	Cromwell's	Highway.	Whipple, truss	W	81.10	1	17.3	....	.....	.....	1875	Supt.
96	Hiscock's	Highway.	Whipple, arch	C. I...	81	1	16	....	.....	.....	1881	G. V. C.
97	Norman's	Farm.....	Whipple, truss	W	81.8	1	13.3	....	.....	.....	1875	Supt.
98	Union street, Spencerport	Highway.	Whipple, arch	C. I...	86.5	1	19	2	5.7	11° 22′ L	1857	$2,366.
99	Amity street, Spencerport	Highway.	Whipple, arch	C. I...	94.8	1	18.6	....	.....	21° 10′ L	1873	$2,277.
100	Webster's, east	Highway.	Whipple, truss	W	83.2	1	15.3	....	.....	.....	1872	Supt.
101	Webster's, west	Highway.	Whipple, truss	W	82.8	1	19.6	....	.....	.....	1887	Supt.
102	Crissey's	Highway.	Whipple, trapezoidal truss ..	C. I...	81.2	1	19.6	....	.....	3° 30′ L	1876	Exch. st., Buffalo.
103	Adams basin	Highway.	Whipple, arch	C. I...	82.4	1	19	2	5.8	5° 45′ L	1858	$1,903.
104	Doty's	Highway.	Whipple, truss	W.&I.	83.7	1	17.2	....	.....	.....	1876	Supt.
105	Brockway	Highway.	Whipple, arch	C. I...	82.9	1	14.7	....	.....	.....	1879	Gen. st., Buffalo.
106	Cooley basin	Highway.	Whipple, arch	C. I...	82.4	1	17.3	....	.....	.....	1879	Gen. st., Buffalo.
107	Mechanic st., Brockport..	Highway.	Whipple, arch	C. I...	84.8	1	18.4	2	6.1	11° 30′ L	1859	$1,496.
108	Main street, Brockport...	Highway.	Lift, lattice	Wt. I.	83.6	1	22	2	6	9° 20′ L	1888	$7,461.
109	Smith street, Brockport..	Highway.	Whipple, arch	C. I...	84.10	1	18	2	6	.....	1870	$3,204.
110	Danforth's	Highway.	Whipple, arch	C. I...	90.7	1	18.3	....	.....	.....	1883	Lyel ave., Roch'r.
111	Miner's town line	Highway.	Lattice	Wt. I.	86	1	18	....	.....	.....	1881	$1,651.94.
112	County line	Highway.	Whipple, truss	C. I...	91.4	1	18	....	.....	19° 15′ L	1883	Lyel ave., Roch'r.
113	Orrs	Highway.	Bowstring	Wt. I.	87.4	1	15.5	....	.....	.....	1879	$1,075.
114	Frisby's old canal Holley.	Highway.	Whipple, arch	C. I...	80	1	14.6	2	5.3	9° 30′ L	1849	
115	Holley	Highway.	Whipple, arch	C. I...	87.10	1	19	....	.....	.....	1857	$2,002.
116	McCarty's	Highway.	Whipple, arch	C. I...	87.2	1	18	....	.....	8° 30′ L	1871	$2,216.36.
117	Tuttle's	Highway.	Swartz	C. I...	88	1	18	....	.....	.....	1882	Lloyd street, Buff.
118	McGuire's	Highway.	Whipple, truss	W.&I.	88	1	15	....	.....	.....	1876	Supt.
119	Hulburton	Highway.	Whipple, arch	C. I...	91.5	1	18.10	2	5.8	13° 06′ R	1856	$2,101.
120	Brockville	Highway.	Whipple, arch	C. I...	92.9	1	16.9	....	.....	16° 45′ L	1871	$960.
121	Hindsburg	Highway.	Whipple, arch	C. I...	91.8	1	18.9	1	5.10	11° R	1856	$2,888.50.
122	Transit	Highway.	Bowstring	Wt. I.	88.8	1	15.5	....	.....	2° 50′ R	1879	$1,095.
123	Jaqueth's	Highway.	Whipple, truss	W.&I.	90.6	1	17	....	.....	.....	1876	Supt.

124	Bidwell's	Highway.	Whipple, truss	W	89.6	1	15.2	....	.....	.....	1885	Supt.
125	Brailey	Highway.	Swartz	C. I.	90	1	18	...	.....	.....	1883	Lloyd street, Buff.
126	Hall's	Highway.	Whipple, arch	C. I.	91	1	19	....	.....	5° 50′ R	1856	$2,106.50.
127	Ingersoll street, Albion	Highway.	Bowman	C. I.	94.3	1	20	2	4.8	15° 42′ L	1855	$3,734.10.
128	Batavia street, Albion	Highway.	Swing	Wt. I.	82.2	1	17	2	5	.....	1871	$6,825.
129	Lattin's	Farm	Whipple, truss	W	107.4	1	14.6	....	.....	26° 48′ L	1881	Supt.
130	Gaines' Basin	Highway.	Lattice	Wt. I.	107.10	1	19.8	....	.....	32° 20′ L	1881	$3,083.80.
131	Eagle Harbor	Highway.	Whipple, arch	C. I.	104.5	1	19	2	5.6	29° R	1856	$2,874.57.
132	Starkweather	Farm	Whipple, truss	W	91.10	1	15	....	.....	.....	1885	Supt.
133	Allen's	Highway.	Whipple, arch	C. I.	92	1	18	....	.....	5° 36′ R	1882	Buff.
134	Longs	Highway.	Whipple, truss	W	102.2	1	18.9	....	.....	26° R	1885	Supt.
135	Knowlesville	Highway.	Whipple, arch	C. I.	102.2	1	20.4	2	5.6	25° 20′ R	1856	$2,743.13.
136	Beals'	Highway.	Whipple, truss	W	91.6	1	15	....	.....	4° 12′ R	1885	Supt.
137	Hastings	Highway.	Whipple, arch	C. I.	95.2	1	18.2	....	.....	20° 54′ R	1877	$2,100,
138	Holloways	Highway.	Whipple, arch	C. I.	99.3	1	19	....	.....	.....	1869	$2.792.02.
139	Church street, Medina	Highway.	Whipple, arch	C. I.	95.3	1	17.6	2	5.3	.....	1850	
140	Shelby street, Medina	Highway.	Whipple, arch	C. I.	91	1	19	2	5.9	.....	1855	$2,520.
140½	Prospect street, Medina	Highway.	Lattice	Wt. I.	99.7	1	19	....	.....	5° L	1885	$2,250.
141	Jackson's	Highway.	Whipple, truss	W	95.2	1	17.2	....	.....	15° 40′ R	1876	Supt.
142	Shelby basin	Highway.	Lattice	Wt. I.	107.1	1	19	....	.....	14° 30′ R	1886	$3,340.
143	Town line	Highway.	Whipple, truss	W	91.19	1	19	....	.....	.....	1887	Supt.
144	Vernon street, Middleport	Highway.	Whipple, truss	W	99.10	1	17.6	....	.....	21° 40′ R	1885	Supt.
145	Main street, Middleport	Highway.	Whipple, arch	C. I.	90.9	1	18.10	2	5.10	23° 08′ R	1856	$2,730.
146	Williams'	Highway.	Lattice	Wt. I.	91.6	1	17	....	.....	.....	1881	$1,609.11.
147	Watson's	Highway.	Whipple, truss	W	91.2	1	17.2	....	.....	7° 10′ R	1887	Supt.
148	Hurd's	Highway.	Lattice	Wt. I.	94	1	17.6	....	.....	10° 42′ R	1881	$1,843.50.
149	Reynales' basin	Highway.	Whipple, truss	W	107.8	1	17.4	....	.....	14° 14′ L	1885	Supt.
150	Maybee's	Highway.	Whipple, arch	C. I.	100.8	1	19	....	.....	3° 22′ R	1871	$2,493.75.
151	Gasport	Highway.	Lattice	Wt. I.	99.7	1	19	....	.....	10° 38′ R	1885	$2,250.
152	Orangeport	Highway.	Whipple, arch	C. I.	99.1	1	19	1	4.09	18° 06′ R	1871	$3,071.66.
153	Millard's	Highway.	Whipple, arch	C. I.	98.1	1	19	....	.....	1° 48′ R	1857	$3,381.20.
154	Wakeman's	Highway.	Whipple, truss	W	98.3	1	14.6	....	.....	.....	1882	Supt.
155	Young's	Highway.	Whipple, arch	C. I.	99.5	1	19	....	.....	.....	1857	$3,381.20.
156	Comstock's	Highway.	Whipple, arch	C. I.	103.4	1	19	2	6.2	.....	1857	$2,682.
157	Adams street, Lockport	Highway.	Whipple, arch	C. I.	103	1	17	....	.....	.....	1855	
158	Chapel street, Lockport	Highway.	Whipple, arch	C. I.	81.3	1	17	....	.....	.....	1855	
159	Exchange st., Lockport	Highway.	Bollman, truss	C. I.	80.5	1	20	2	6.3	.....	1855	$3,163.51.
160	Cady's, Lockport	Highway.	Whipple, truss	W. & I.	88	1	15	....	.....	.....	1887	Supt.
161	Pine street, Lockport, A	Highway.	Whipple, trapezoidal truss	C. I.	112.5	1	21.8	2	5.10	19° 30′ R	1853	$6,874.12.
161	Pine street, Lockport, B	Highway.	Whipple, trapezoidal truss	C. I.	54.11	1	21.8	2	5.10	19° 30′ R	1853	
162	Cottage street, Lockport	Highway.	Roof trussed, arch	Wt. I.	84.8	1	24	2	5.7	16° 08′ R	1888	$2,662.
163	Main street, Lockport	Highway.	Roof trussed, arch	Wt. I.	73.37	1	259.4	2	5.7	55′ R	1887	$12,776.
164	Transit street, Lockport	Highway.	Whipple, arch	C. I.	114	1	19	2	5.4	41° 12′ R	1872	$4,352.
165	Hitchins	Highway.	Whipple, arch	C. I.	74.2	1	18	....	.....	.....	1870	$1,794.
166	Heacock, A	Highway.	Whipple, truss	W	42.3	1	15	....	.....	.....	1885	Supt.
166	Heacock, B	Highway.	Whipple, arch	C. I.	99.4	1	15	....	.....	.....	1856	$5,629.20.
166	Heacock, C	Highway.	Whipple, truss	W	47.8	1	15	....	.....	.....	1876	Supt.
167	Hawley's, A	Highway.	Whipple, truss	W	37	1	15.6	....	.....	.....	1877	Supt.
167	Hawley's, B	Highway.	Whipple, trapezoidal truss	C. I.	100.3	1	15.1	....	.....	.....	1856	$2,575.
167	Hawley's, C	Highway.	Whipple, truss	W	37	1	15.6	....	.....	.....	1877	Supt.

TABLE OF BRIDGES — (*Continued*).

Number.	NAME.	Class.	Plan.	Material.	Clear span.	Number of roadways.	C. to C. trusses.	Number of sidewalks.	Width of sidewalks.	Skew.	When erected.	Cost of superstructure.
168	Sulphur Spr. g'rd-lock, A.	Highway.	Whipple, truss	W	46.9	1	11.1	....	.....	.....	1877	Supt.
168	Sulphur Spr. g'rd-lock, B.	Highway.	Whipple, truss	W	34.4	1	11.1	....	.....	.....	1877	Supt.
168	Sulphur Spr. g'rd-lock, C.	Highway.	Whipple, truss	W	37.8	1	11.1	....	.....	.....	1877	Supt.
169	Pendleton, A	Highway.	Whipple, trapezoidal truss .	C. I...	102	1	13	....	.....	.....	1854	$3,300.
169	Pendleton, B	Change ..	Whipple, pipe truss	C. I...	102	1	9.2	....	.....	.....	1854	
170	Old canal, Pendleton	Highway.	Pipe truss	C. I...	35.6	1	17	....	.....	.....	1883	G. V. canal.
171	Tonawanda creek, 3 spans	Tow-path	Whipple, truss	W.& I.	61.2	1	11	....	.....	29° 56′ R	1877	Supt.
172	Ransom's creek	Tow-path	Whipple, truss	W ...	33.4	1	14	....	.....	.....	1887	Supt.
173	New Home	Highway.	Whipple, truss	W.& I.	93.11	1	18.2	....	.....	28° 20′ R	1886	Supt.
174	Pickard's, A	Highway.	Whipple, truss	W.& I.	107.5	1	17.6	....	.....	.....	1882	Supt.
174	Pickard's, B	Highway.	Whipple, truss	W.& I.	66.8	1	17.6	....	.....	.....	1865	Supt.
174	Pickard's, C	Highway.	Whipple, truss	W	31.6	1	17.6	....	.....	.....	1885	Supt.
175	Bush's	Highway.	Bowstring, arch	Wt. I.	171.1	1	18.8	....	.....	.....	1873	$7,965.
176	Ellicott creek	Tow-path	Pipe, truss	C. I...	49.9	1	13.6	....	.....	.....	1883	W.-lock, Rochest'r
177	Main street, Tonawanda	Highway.	Lattice	Wt. I.	88	1	29	2	10 6	13° 08′ R	1888	$5,476.
178	River lock slip, Tonaw'da	Highway.	Whipple, arch	C. I...	52.2	1	18.3	....	.....	4° 25′ R	1871	$1,800.
179	Seymour st., Tonawanda	Highway.	Whipple, arch	C. I...	84	1	18.3	2	6.5	.....	1857	$1,710.
180	Bouck street, Tonawanda	Highway.	Bollman, truss	C. I...	83.10	1	18.8	2	6.3	.....	1867	
181	Change bridge, Tonaw'da	Change ..	Whipple, pipe truss	C. I...	95.7	1	14.3	....	.....	.....	1857	$1,633.12.
182	Grand Island Ferry, Tonawanda	Highway.	Whipple, arch	C. I...	95.7	1	17	....	.....	.....	1874	$3,368.77.
183	Three mile	Farm	Whipple, truss	W.& I.	84.8	1	16	....	.....	.....	1881	Supt.
184	Cherry's	Farm	Whipple, truss	W.& I.	83.8	1	15.7	....	.....	.....	1880	Supt.
185	Lineburg	Farm	Whipple, truss	W	82.11	1	15	....	.....	.....	1879	Supt.
186	Scott's Gd. Island Ferry..	Highway.	Whipple, arch	C. I...	81.10	1	17.6	....	.....	.....	1879	G. V. canal.
187	Change, Black Rock	Change ..	Whipple, pipe truss	C. I...	93.8	1	17.6	....	.....	.....	1856	$2,167.
188	Pratt's slip, Black Rock..	Tow-path	Swartz, lift	Wt. I.	21.10	1	10.4	....	.....	.....	1873	$1,721.09.
189	Bird street, Black Rock..	Highway.	Whipple, arch	C. I...	104.1	1	18.1	....	.....	.....	1871	$3,488.
189½	Austin street, Black Rock	Highway.	Lattice	Wt. I.	122	1	19	....	.....	1° 0′ L.	1888	$3,741.
190	Hamilton st., Black Rock	High'y & change.	Cooper, arch	Wt. I.	108	1	18.3	....	.....	.....	1873	$4,197.96.
191	Amherst st., Black Rock..	Highway.	Whipple, arch	C. I...	117.3	1	19	2	6	.....	1857	$3,096.90.
192	Mill street, Black Rock ..	Highway.	Whipple, truss	W	117.6	1	13	....	.....	.....	1882	Supt.
193	Scajaquada creek, Black Rock	Tow-path	Arch, draw	W	41.6	1	12	....	.....	.....	1885	Supt.
194	Ferry street, Buffalo	Highway.	Lattice	Wt. I.	135.5	1	18	1	6	.....	1875	
195	Ferry st., across harbor..	Highway.	Plate girder, swing	Wt. I.	118.2	1	16.9	....	.....	.....	1869	$6,612.

196	York street, Buffalo.....	High'y & change.	Lattice	Wt. I.	176.3	1	19.6	2	8	.....	1880	$11,644.72.
196½	Hudson street, Buffalo...	Highway.	Lattice	Wt. I.	180	1	19	....	.....	1° 30′ R	1888	$6,414.
197	Georgia street, Buffalo...	Highway.	Whipple, arch....	C. I...	178.1	1	20.1	...	.....	.....	1871	$1,683.
198	Slip No. 3, Buffalo	Tow-path	Whipple, arch.....	C. I...	59	1	13.6	....	.....	.....	1880	G. V. canal.
199	Wilkinson slip, Buffalo ..	Tow-path	Arch, draw	W	25.2	1	11	....	.....	.....	....	Supt.
200	Genesee street, Buffalo ..	Highway.	Lattice	Wt. I,	171.8	1	19.6	2	6	8° 10′ R	1879	$5,575.
201	Slip No. 2, Buffalo	Tow-path	Whipple, arch.....	C. I...	59.10	1	13.6	....	.....	.....	1883	G. V. canal.
202	Slip No. 1, Buffalo	Tow-path	Bowstring.....	Wt. I.	86	1	14	....	.....	18° 50′ L	1878	$745.
203	Erie street, Buffalo.....	Tow-path	Whipple, arch.....	C. I...	90.9	3	19.10	2	19.3	9° R	1868	$10,042.50.
204	Commercial st., Buffalo..	Highway.	Lattice.....	W.&I.	90	2	16	2	8.6	2° L	1881	$4,545.16.
205	Canal street, Commercial slip, Buffalo.....	Highway.	Whipple, arch.....	C. I...	85.10	2	17	2	7.6	4° 25′ R	1849	
206	Prime street, Commercial slip, Buffalo.....	Highway.	Whipple, arch.....	C. I...	87	2	11.9	2	5.6	.....	1849	$2,800.
207	Lloyd street, Buffalo	Highway.	Lattice.....	Wt. I.	88.6	2	16	2	8.6	2° 20′ R	1881	$4,524.10.
208	Main street, Buffalo.....	Highway.	Whipple, arch.....	C. I...	72	3	20.2	2	{17.6 / 19}	.....	1867	$10,000.
209	Washington st., Buffalo..	Highway.	Lattice.....	Wt. I.	91.2	2	19	2	12	20° 30′ R	1873	$2,280.
210	Scott st., C. and S. canal, Buffalo	Highway.	Whipple, arch.....	C. I...	81	1	19	2	7	... .	1869	$3,354.
211	Perry st., C. and S. canal, Buffalo	Highway.	Whipple, arch.....	C. I...	65	2	19	2	7	.....	1855	$2,485.
212	Elk st., C. and S. canal, Buffalo	Highway.	Bollman, truss.....	C. I...	55.6	2	20	2	8	.....	1868	$3,600.
213	Ohio st., C. and S. canal, Buffalo	Highway.	Bollman, truss.....	C. I...	58	2	19	2	7.4	19° 30′ R	1868	$2,938.39.
214	Michigan street, Buffalo.	Highway.	Whipple, arch.....	C. I...	89.6	2	18.2	2	12.4	.....	1864	$5,575.
215	Chicago street, Buffalo...	Highway.	Whipple, arch.....	C. I...	89.6	2	19.1	2	7	.....	1851	$6,400.
216	Louisiana street, Buffalo.	Highway.	Lattice.....	Wt. I.	91	2	17	2	7.3	.....	1885	$3,825.
217	Perry street, Ohio slip, Buffalo	Highway.	Whipple, arch.....	C. I...	59	2	16	2	7	.....	1858	$1,888.
218	Fulton street, Ohio slip. Buffalo	Highway.	Whipple, arch.....	C. I...	61.9	1	19	2	6	.....	1871	$2,214.16.
219	Elk st., Ohio slip, Buffalo.	Highway.	Bowstring.....	Wt. I.	59.5	2	18.6	2	7	.....	1870	$2,399.28.
220	Ohio st., Ohio slip, Buffalo	Highway.	Lattice, swing	Wt. I.	41.6	1	18.9	....	.....	.....	1873	$3,600.

ELEVATION OF BRIDGES FROM GUARD LOCK, BLACK ROCK, THROUGH BUFFALO, ABOVE MEAN LOW WATER, LAKE ERIE.

NAMES OF BRIDGES.	LOWEST ELEVATION.		Proper elevation.	ABOVE.		BELOW.		Remarks.
	End.	Middle.		End.	Middle.	End.	Middle.	
Hamilton street	585.51	585.91	*585.25	0.26	0.66	.....	.....	Black Rock.
Amherst street	584.83	585.07	.....	.....	.....	0.42	0.18	Erie canal.
Mill street	584.07	585.84	.....	.....	0.59	1.18	.....	Erie canal.
International railroad	585.70	.....	.....	0.45	.....	.....	.....	Erie canal.
Ferry street	584.73	585.06	.....	.....	.....	0.52	0.10	Erie canal.
New York Central railroad	589.57	589.75	.....	4.32	4.50	.....	.....	Erie canal.
York street	587.07	587.11	.....	1.82	1.86	.....	.....	Erie canal.
Georgia street	586.58	587.35	.....	1.33	2.10	.....	.....	Erie canal.
Tow-path	585.09	.....	.....	.....	.....	0.16	.....	Slip No. 3.
New York Central railroad	585.07	585.16	.....	.....	.....	0.18	0.09	Slip No. 3.
New York Central railroad	586.69	586.76	.....	1.44	1.51	.....	.....	Slip No. 3.
Genesee street	586.41	586.46	.....	1.16	1.21	.....	.....	Erie canal.
Tow-path	587.48	.....	.....	2.23	.....	.....	.....	Slip No. 2.
New York Central railroad	585.55	585.57	.....	0.30	0.32	.....	.....	Slip No. 2.
Grand Trunk railroad	586.40	586.36	.....	1.15	1.11	.....	.....	Slip No. 2.
River street	585.50	585.55	.....	0.25	0.30	.....	.....	Slip No. 2.
Tow-path	584.78	585.21	.....	.....	.....	0.47	0.04	Slip No. 1.
New York Central railroad (wooden)	584.28	584.18	.....	.....	.....	0.97	1.07	Slip No. 1.
New York Central railroad (iron)	585.08	585.15	.....	.....	.....	0.17	0.10	Slip No. 1.
River street (city bridge)	584.19	584.29	.....	.....	.....	1.06	0.96	Slip No. 1.
Erie street	585.55	585.92	.....	0.30	0.67	.....	.....	Erie canal.
Evans street (city bridge)	585.88	585.94	.....	0.63	0.69	.....	.....	Erie canal.
Commercial street	587.87	587.92	.....	2.62	2.67	.....	.....	Erie canal.
Canal street	585.52	586.27	.....	0.27	1.02	.....	.....	Commercial slip.
Delaware and Lackawanna railroad	586.61	586.66	.....	1.36	1.41	.....	.....	Commercial slip.
Prime street	585.61	586.53	.....	0.36	1.28	.....	.....	Commercial slip.
Lloyd street	588.07	588.17	.....	2.82	2.92	.....	.....	Hamburgh canal.
Main street	586.06	586.84	.....	0.81	1.59	.....	.....	Hamburgh canal.
Washington street	586.06	586.21	.....	0.81	0.96	.....	.....	Hamburgh canal.
Michigan street	585.82	586.77	.....	0.57	1.52	.....	.....	Hamburgh canal.
Chicago street	584.93	585.63	.....	.....	0.38	0.32	.....	Hamburgh canal.
New York Central railroad	584.94	584.94	.....	.....	.....	0.31	0.31	Hamburgh canal.
Louisiana street	585.14	585.13	.....	.....	.....	0.11	0.12	Hamburgh canal.
Delaware and Lackawanna railroad	586.48	586.64	.....	1.23	1.39	.....	.....	Clark & Skinner canal.
Elk street	584.52	584.52	.....	.....	.....	0.73	0.73	Clark & Skinner canal.
Ohio street	585.48	585.53	.....	0.23	0.28	.....	.....	Clark & Skinner canal.
Perry street	585.30	585.64	.....	0.05	0.39	.....	.....	Clark & Skinner canal.

Scott street	585.49	586.14	.....	0.24	0.89	.....	.....	Clark & Skinner canal.
Lehigh Valley railroad	585.16	.....	.....	.....	.....	0.09	.....	Clark & Skinner canal.
Lehigh Valley railroad	585.20	585.15	.....	.....	.....	0.05	0.10	Ohio slip.
Perry street	585.13	585.47	.....	.....	0.22	0.07	.....	Ohio slip.
Fulton street	585.46	586.00	.....	0.21	0.75	.....	.....	Ohio slip.
Elk street	585.10	585.10	.....	.....	.....	0.15	0.15	Ohio slip.

*This is thirteen feet above mean low water in Lake Erie, which is 572.23 + tide water, as per United States engineers.

List of benches showing elevation, canal bottom and above tide-water. T. W., mean low tide.

Number.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
1	Station 0, on north-west corner buttress, east wing, tow-path abutment, Wayne county line bridge, No. 1, marked [] with chisel	+11.904	+396.978
2	Station 134.33, on north-west corner coping buttress, west wing, tow-path abutment, Pitt lock bridge, No. 2, marked [] with chisel	11.865	396.939
3	Station 320.96, on north-west corner coping buttress, west wing, tow-path abutment, Waldruff's bridge, No 3, marked [] with chisel	12.040	397.114
4	Station 516.55, north-east corner coping, berme abutment, Glasgow street bridge, No. 4, Clyde, marked [] with chisel	13.798	398.872
5	Station 616.84, east berme, hollow quoin, lock 53, Clyde, marked [] with chisel	13.960	399.034
6	Station 13.80, west wing, berme, Sigeman's bridge, No. 6, marked [] with chisel	11.696	401.525
7	Station 78.14, east wing, tow-path, Barker's farm bridge, No. 7, marked [] with chisel	11.633	401.462
8	Station 131.10, on east wing berme, Long's farm bridge, No. 8, marked [] with chisel	12.434	402.263
9	Station 194.73, on Dive culvert parapet wall, tow-path, marked [] with chisel	4.022	393.851
10	Station 208, west abutment, waste-weir, berme, marked [] with chisel	9.088	398.917
11	Station 230.10, center of Dive culvert parapet, tow-path, marked [] with chisel	4.001	393.830
12	Station 252.60, on east berme, hollow-quoin, lock, Berlin lock, No. 54, marked [] with chisel	16.451	406.280
13	Station 32+48, on east wing, berme, Horton's bridge, No. 10, marked [] with chisel	+11.537	408.726
14	Station 70+50, on east wing, berme, Goetzman's farm bridge, No. 11, marked [] with chisel	12.409	409.598
15	Station 125+20, west wing, tow-path, Klaus' highway bridge, No. 12, marked [] with chisel	11.657	408.846

16	Station 152+96, on west wing, berme, Richmond's farm bridge, No. 13, marked [] with chisel	+11.520	408.709
17	Station 177+32, on west wing, tow-path, Cole's highway bridge, No. 14, marked [] with chisel	11.448	408.637
18	Station 197+60, on center of arch culvert parapet, tow-path, marked [] with chisel	5.234	402.423
19	Station 245 +45, on west wing, tow-path, Geneva street bridge, No. 15, Lyons, marked [] with chisel	12.269	409.458
20	Station 258+93, on second lower step, east wing, tow-path, Water street bridge, No. 17, Lyons, marked [] with chisel	10.354	407.543
21	Station 267+79, on east berme, hollow quoin, lock 55, Lyons, marked [] with chisel	14.925	412.114
22	Station 34+88, on west wing buttress, Mud creek aqueduct, marked [] with chisel	9.111	412.551
23	Station 99+40, west wing, berme, Prime's farm bridge, No. 19, marked [] with chisel	12.241	415.681
24	Station 130+94, on east wing, tow-path, Park's highway bridge, No. 20, marked [] with chisel	13.111	416.551
25	Station 136+39, on east berme, hollow quoin, lock 56, poor-house, marked [] with chisel	18.975	422.415
26	Station 41+10, on Dive culvert parapet, tow-path, marked [] with chisel	3.665	416.953
27	Station 78+42, on west wing, tow-path, Mosher's highway bridge, No. 21, marked [] with chisel	11.588	424.876
28	Station 100+05, on Dive culvert parapet, tow-path, marked [] with chisel	3.444	416.732
29	Station 152+25, on lower step, east end, New York Central railroad bridge abutment, tow-path, marked [] with chisel	11.336	424.624
30	Station 165+79, on west wing, change bridge, No. 22, tow-path, marked [] with chisel	12.230	425.518
31	Station 212+15, on center Dive culvert parapet, tow-path, marked [] with chisel	4.220	417.508
32	Station 252+68, on east berme, hollow quoin, lower Lockville lock, 57, marked [] with chisel	16.525	429.813

WESTERN DIVISION — ERIE CANAL — *List of benches, etc.* — (Continued).

Number.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
33	Station 14+38, on east berme, hollow quoin, middle Lockville lock, 58, marked [] with chisel	16.855	438.171
34	Station 12+59, on east berme, hollow quoin, upper Lockville lock, 59, marked [] with chisel	16.723	446.043
35	Station 39+08, on east wing, tow-path abutment, Charles street bridge, No. 24, Newark, marked [] with chisel	10.262	447.584
36	Station 50+08, on west wing, tow-path, Main street bridge, No. 25, Newark, marked [] with chisel	11.077	448.399
37	Station 66+17, on coping, west abutment, tow-path, Newark waste-weir, marked [] with chisel	9.100	446.422
38	Station 141+82, on east wing, tow-path, Allerton's highway bridge, No. 26, marked [] with chisel	11.764	449.086
39	Station 189+40, on west wing, tow-path, Peck's bridge, No. 27, marked [] with chisel	11.231	448.553
40	Station 244+63, on west wing, tow-path, Sweezey's farm bridge, No. 28, marked [] with chisel	+12.010	449.332
41	Station 280+52, on east wing, tow-path, Palmer's farm bridge, No. 29, marked [] with chisel	11.625	448.947
42	Station 322+37, on third lower step, west wing, tow-path, Port Gibson bridge, No. 30, marked [] with chisel	11.420	448.742
43	Station 527+50, on lower step, east wing, tow-path, Galloway's highway bridge, No. 31, marked [] with chisel	11.896	449.218
44	Station 664, on center of culvert parapet, tow-path, marked [] with chisel	—3.078	434.244
45	Station 708+15, on west wing, berme, Railroad avenue bridge, No. 32, Palmyra, marked [] with chisel	+13.560	450.882
46	Station 749+97, on lower step, east wing, tow-path, Church street bridge, No. 34, Palmyra, marked [] with chisel	9.941	447.263

47	Station 805+35, on east wing, north side, tow-path, change bridge, No. 35, marked [] with chisel	10.934	448.256
48	Station 817+50, on buttress west wing, tow-path, east abutment, mud creek aqueduct, marked [] with chisel	8.926	446.248
49	Station 853, on east wing, tow-path, Crandall's highway bridge, No. 36, marked [] with chisel	12.339	449.661
50	Station 880, on lower step, east wing, tow-path, Clark's farm bridge, No. 37, marked [] with chisel	12.690	450.012
51	Station 947+76, on lower step, east wing, tow-path, White's highway bridge, No. 38, marked [] with chisel	+11.811	449.133
52	Station 969+69, on east berme, hollow quoin, lock 60, Macedon, marked [] with chisel	18.593	455.915
53	Station 33+13, on east wing, north side, change and road bridge, No. 39, marked [] with chisel	11.454	458.827
54	Station 66+20, on east berme, hollow quoin, Upper Macedon, lock 61, marked [] with chisel	15.683	463.056
55	Station 12+86, by lower broken step, west wing, tow-path, Macedon highway bridge, No. 40, marked [] with chisel	13.733	467.707
56	Station 94, on west wing, tow-path, Frear's highway bridge, No. 41, marked [] with chisel	11.546	465.520
57	Station 266+45, on west wing, tow-path, Wayneport highway bridge, No. 42, marked [] with chisel	10.991	464.965
58	Station 452+10, on east wing, tow-path, Knappville bridge, No. 43, marked [] with chisel	13.055	467.029
59	Station 533+40, on center parapet coping, tow-path, Thomas creek culvert, marked [] with chisel	6.796	460.770
60	Station 585+95, on east wing, tow-path, Baker's bridge, No. 44, marked [] with chisel	13.034	467.008
61	Station 625+98, on east wall, parapet, tow-path, waste-weir, marked [] with chisel	11.741	465.715
62	Station 635+52, on west wing, tow-path, Main street bridge, No. 46, Fairport, marked [] with chisel	12.458	466.432

WESTERN DIVISION — ERIE CANAL — *List of benches, etc.*— (Continued).

Number.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
63	Station 713+25, on east wing, tow-path, Fullam basin bridge, No. 47, marked [] with chisel	+11.525	465.499
64	Station 830+60, on north-west corner culvert parapet, tow-path, marked [] with chisel	— 0.816	453.158
65	Station 835+83, on east wing, tow-path, Wapping bridge, No. 48, marked [] with chisel	+10.154	464.128
66	Station 863+15, on east wing, berme, Wiltsie's farm bridge, No. 49, marked [] with chisel	11.430	465.404
67	Station 924+20, on east end recess coping, tow-path, stop-gate, marked [] with chisel	10.176	464.150
68	Station 951+73, on east wing, tow-path, Bushnell's basin bridge, No. 50, marked [] with chisel	11.841	465.815
69	Station 1079+84, on west wing, tow-path, Cartersville bridge, No. 51, marked [] with chisel	12.000	465.820
70	Station 1093+67, on west abutment, tow-path, Cartersville waste-weir, marked [] with chisel	8.985	462.959
71	Station 1130+80, on lower step, west wing, tow-path, Guernsey's bridge, No. 52, marked [] with chisel	13.551	467.525
72	Station 1171+10, on east wing, tow-path, highway bridge, No. 53, Pittsford, marked [] with chisel	12.061	466.035
73	Station 1194+90, on east wing, tow-path, Main street bridge, No. 54, Pittsford, marked [] with chisel	12.021	465.995
74	Station 1230+67, on east wing, tow-path, Sutherland's bridge, No. 55, State road, marked [] with chisel	11.868	465.842
75	Station 1352+15, on east wing, tow-path, Cook's highway bridge, No. 56, marked [] with chisel	11.696	465.670

76	Station 1373+55, on east berme, hollow quoin, lock 62, Pittsford, marked [] with chisel	+17.922	471.896
77	Station 39+80, on east wing, tow-path, Weed's bridge, No. 57, marked [] with chisel	10.879	474.003
78	Station 79, on east wing, tow-path, Billinghurst's bridge, No. 58, marked [] with chisel	12.427	475.551
79	Station 99+70, on north-east wing, waste-weir, berme, marked [] with chisel	9.161	472.285
80	Station 141+47, on east wing, tow-path, Donnelly's bridge, No. 59, marked [] with chisel	12.348	475.472
81	Station 197+90, on east wing, tow-path, Drake's bridge, No. 60, marked [] with chisel	12.300	475.424
82	Station 227+98, on east berme, hollow quoin, Miller's lock, 63, Brighton, marked [] with chisel	17.730	480.854
83	Station 22+03, on east wing, tow-path, Brighton bridge, No. 61, marked [] with chisel	12.733	484.639
84	Station 42+62, on east berme, hollow quoin, lock 64 Sipple's (third east of Rochester), marked [] with chisel	18.907	490.813
85	Station 30+66, on east berme, hollow quoin, lock 65 (second east of Rochester), marked [] with chisel	18.864	500.878
86	Station 34+09, on east berme, hollow quoin, lock 66 (first east of Rochester), marked [] with chisel	18.081	510.197
87	Station 23+60, on east wing, tow-path, Goodman street bridge, No. 64, marked [] with chisel	13.018	513.175
88	Station 53+20, on west wing, tow-path, Averill street bridge, No. 66, marked [] with chisel	13.808	513.977
89	Station 60+88, on east wing, tow-path, Alexander street bridge, No. 67, marked [] with chisel	13.004	513.185
90	Station 93+38, on west wing, tow-path, Griffith street bridge, No. 69, marked [] with chisel	11.744	511.949
91	Station 102. on east end of weigh-lock pier, (near east snubbing post), marked [] with chisel	9.568	509.778

WESTERN DIVISION — ERIE CANAL — *List of benches, etc.* —(Continued).

Number.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
92	Station 129, on west end, berme, Rochester aqueduct, marked [] with chisel.....	+ 8.595	509.812
93	Station 171+87, on third step, east end of abutment, Ford street bridge, No. 78, marked [] with chisel.....	12.330	512.574
94	Station 243+44, on first step, east end, Niagara Falls railroad bridge, marked [] with chisel.....	11.489	511.778
95	Station 308+50, on center-hollow quoin, stop-gate, tow-path, marked [] with chisel.....	8.805	508.838
96	Station 352+53, on lower step, east wing, tow-path, Rowe street bridge, No. 86, marked [] with chisel.....	13.128	513.485
97	Station 368+02, on east wing, south side, change bridge, No. 87, marked [] with chisel.....	11.347	511.713
98	Station 418+24, on east wing, tow path, Scott's bridge, No. 88, marked [] with chisel.....	12.596	512.993
99	Station 461+22, on east wing, tow path, four-mile grocery bridge, No. 89, marked [] with chisel.....	13.303	513.723
100	Station 618+60, on east wing, tow-path, Speir's bridge, No. 90, marked [] with chisel.....	13.083	513.595
101	Station 640+34, on east wing, tow-path, six-mile grocery bridge, No. 91, marked [] with chisel.....	13.231	513.755
102	Station 689+58, on west wing, tow-path, Douglas' farm bridge, No. 92, marked [] with chisel.....	11.510	512.063
103	Station 724+33, on arch culvert parapet, tow-path, marked [] with chisel.....	+1.617	502.175
104	Station 766+85, on east wing, tow-path, eight-mile grocery bridge, No. 94, South Greece, marked [] with chisel.....	12.749	513.329
105	Station 855+20, on east wing, tow-path, Cromwell's bridge, No. 95, marked [] with chisel.....	13.292	513.945

106	Station 899, on arch culvert parapet, tow-path, marked [] with chisel	0.413	501.092
107	Station 940+63, on east wing, tow-path, Hiscock's bridge, No. 96, marked [] with chisel	12.028	512.732
108	Station 1013+17, on east wing, tow-path, Norman's farm bridge, No. 97, marked [] with chisel	12.121	512.869
109	Station 1033+90, on east abutment, berme, Spencerport waste-weir, marked [] with chisel	9.086	509.846
110	Station 1048+33, on arch culvert parapet, tow-path, marked [] with chisel	1.143	501.911
111	Station 1073+45, on lower step, tow-path, west wing, Amity street bridge, No. 99, marked [] with chisel	12.312	513.094
112	Station 1115+56, on arch culvert parapet, tow-path, marked [] with chisel	— 0.172	500.629
113	Station 1164+60, on east wing, tow-path, Webster's east bridge, No. 100, marked [] with chisel	+13.435	514.270
114	Station 1182+42, on lower step, east wing, tow-path, Webster's west bridge, No. 101, marked [] with chisel	11.913	512.762
115	Station 1264+30, on west wing, tow-path, Cressy's bridge, No. 102, marked [] with chisel	+12.791	513.689
116	Station 1291+35, on east wing, tow-path, Adams basin bridge, No. 103, marked [] with chisel	12.405	513.319
117	Station 1309.62, on east end of parapet, tow-path, Salmon creek culvert, marked [] with chisel	1.225	502.150
118	Station 1355.51, on center stop-gate, Adams basin (2′ east hollow quoin on pier), marked [] with chisel	8.592	509.545
119	Station 1377, on east wing, berme, Doty's bridge, No. 104, marked [] with chisel	13.754	514.720
120	Station 1413+66, on west end of Dive culvert, parapet, marked [] with chisel	6.859	507.847
121	Station 1461+55, on lower course, west wing, tow-path, Brockway's bridge, No. 105, marked [] with chisel	11.252	512.245
122	Station 1486+85, on east wing, tow-path, Cooley's basin bridge, No. 106, marked [] with chisel	12.913	513.945
123	Station 1520+22, on west end, Dive culvert, parapet, marked [] with chisel (tow-path)	5.366	506.418

WESTERN DIVISION — ERIE CANAL — *List of benches, etc.* — (Continued).

Number.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
124	Station 1581+44, on arch Dive culvert parapet, tow-path, marked [] with chisel..	+0.872	502.009
125	Station 1654+76, on lower step, east end, tow-path abutment, Mechanic street bridge, No. 107, marked [] with chisel (Brockport)	9.771	511.113
126	Station 1691+76, on lower step, east wing, tow-path, Smith street bridge, No. 109, Brockport, marked [] with chisel.....	11.816	512.971
127	Station 1693+50, on east pier, east abutment, Brockport waste-weir, marked [] with chisel	+9.182	510.338
128	Station 1840+82, on dive culvert parapet, tow-path, marked [] with chisel.....	2.063	503.307
129	Station 1899+43, on offset, east wing, tow-path, Miner's bridge, No. 111, marked [] with chisel.....	9.849	511.128
130	Station 1922+98, on arch culvert parapet, tow-path, marked [] with chisel.....	0.753	502.167
131	Station 1990+05, on east stop-gate abutment, tow-path, (east of Holley), marked [] with chisel.....	8.973	510.307
132	Station 1994+42, on west end, west wing, tow-path, Orr's bridge, No. 113, marked [] with chisel.....	14.597	515.934
133	Station 2005+15, on east abutment, Holley waste-weir, marked [] with chisel....	10.291	511.634
134	Station 2011+70, on west abutment, Holley waste-weir, old canal, marked [] with chisel.....	10.339	511.686
135	Station 2031+50, on east wing, tow-path, Main street bridge, No. 115, Holley, marked [] with chisel	13.759	515.118
136	Station 2054+20, on west wing, arch culvert parapet, tow-path, marked [] with chisel.	1.464	502.836
137	Station 2085+32, on east wing, tow-path, McCarthy's bridge, No. 116, marked [] with chisel	14.011	515.402
138	Station 2107+15, on arch culvert, parapet, tow-path, marked [] with chisel	— 3.408	498.016
139	Station 2152+05, on east wing, tow-path, Tuttle's bridge, No. 117, marked [] with chisel.....	+14.253	515.675

140	Station 2168+78, on east end of abutments, tow-path, stop-gate west of Holley, marked [] with chisel	+11.025	512.466
141	Station 2191+54, on east wing, tow-path, McGuire's bridge, No. 118, marked [] with chisel	14.262	515.729
142	Station 2250+84, on dive culvert parapet, tow-path, marked [] with chisel	4.398	505.889
143	Station 2279+20, on bottom step, west side, tow-path, Hulburton bridge, No. 119, marked [] with chisel	13.302	514.815
144	Station 2302+80, on arch culvert parapet, tow-path, marked [] with chisel	1.364	502.886
145	Station 2369+92, on west wall, Brockville waste-weir, marked [] with chisel	10.391	511.953
146	Station 2384+46, on east wing, tow-path, Brockville bridge, No. 120, marked [] with chisel	14.297	515.868
147	Station 2445+50 on east wing, tow-path, Hindsburgh bridge, No. 121, marked [] with chisel	14.503	516.110
148	Sitation 2554+93, on west wing, tow-path, dive culvert parapet, marked [] with chisel	0.950	502.623
149	Stations 2567+27, on east wings, tow-path, Jaquith's bridge, No. 123, marked [] with chisel	14.647	516.327
150	Station 2615+60, near east end parapet, tow-path, arch culvert, marked [] with chisel	1.386	503.095
151	Station 2623+63, on east end, east wing, tow-path, Bidwell's bridge, No. 124, marked [] with chisel	+13.456	515.170
152	Station 2688+50, on arch culvert parapet, near east end, tow-path, marked [] with chisel	1.142	502.895
153	Station 2742+44, on west wing, tow-path, Hall's bridge, No. 126, marked [] with chisel	14.333	516.198
154	Station 2764+70, on west wall, Albion waste-weir, marked [] with chisel	10.412	512.211
155	Station 2791+15, on lower step, east wing, tow-path, Ingersoll street bridge, No. 127, Albion, marked [] with chisel	11.142	512.957
156	Station 2804+40, on northwest corner of center pier, coping, swing-bridge, Albion, marked [] with chisel	7.930	509.753

WESTERN DIVISION — ERIE CANAL — *List of benches, etc.* — (Continued).

Number.	DESCRIPTION.	Elevation above C. B.	Elevation above T. B.
157	Station 2820+13, on west end, parapet, tow-path, Dive culvert, marked [] with chisel	4.808	506.640
158	Station 2892+20, on east wing, tow-path, Lattin's bridge, No. 129, marked [] with chisel	13.902	515.777
159	Station 2918+45, on west end of Dive culvert parapet, tow-path, marked [] with chisel	4.932	506.823
160	Station 2941+63, on lower step, west wing, tow-path, Gaines' basin bridge, No. 130, marked [] with chisel	12.115	514.020
161	Station 2980+44, on Dive culvert parapet, three feet from east end, tow-path, marked [] with chisel	5.508	507.412
162	Station 3041+70, on west abutment, tow-path, Eagle harbor waste-weir, marked [] with chisel	.....	.....
163	Station 3065+30, on lower step, east wing, tow-path, Eagle Harbor bridge, No. 131, marked [] with chisel	+13.016	514.995
164	Station 3102+50, on east wing, tow-path, Starkweather's farm bridge, No. 132, marked [] with chisel	14.143	516.145
165	Station 3125+60, on east wing, tow-path, Allen's bridge, No. 133, marked [] with chisel	14.073	516.088
166	Station 3164+70, on east wing, tow-path, Long's bridge, No. 134, marked [] with chisel	14.014	516.053
167	Station 3264+03, on center of Dive culvert parapet, tow-path, marked [] with chisel	7.759	509.857
168	Station 3310+06, on second lower step, west end, tow-path, Knowlesville bridge, No. 135, marked [] with chisel	13.742	515.868
169	Station 3388+85, on east end, Dive culvert parapet, marked [] with chisel	1.511	503.684
170	Station 3437+60, on east pilaster, road arch culvert parapet, tow-path, marked [] with chisel	2.101	504.303

171	Station 3446+97, on east end of abutment, tow-path, Knowlesville stop-gate, marked [] with chisel	10.614	512.822
172	Station 3499+25, on east wing, tow-path, Beal's bridge, No. 136, marked [] with chisel	12.135	514.375
173	Station 3562+93, on west wing, tow-path, Hasting's bridge, No. 137, marked [] with chisel	+13.330	515.607
174	Station 3613+50, on east wing, tow-path, Holloway's bridge, No. 138, marked [] with chisel	12.687	514.995
175	Station 3633+78, on north-west corner, west buttress, Medina aqueduct, marked [] with chisel	10.527	512.847
176	Station 3638+50, on east abutment, waste-weir, Medina, marked [] with chisel, berme	10.482	512.805
177	Station 3638+50, on west abutment, waste-weir, Medina, marked [] with chisel...	10.405	512.728
178	Station 3644+28, on east wing, tow-path, Church street bridge, No. 139, Medina, marked [] with chisel	12.181	514.508
179	Station 3680, on lower step, east end, berme, Prospect street bridge, Medina, No. 140½, marked [] with chisel	14.172	516.520
180	Station 3701+93, on east end, old stop-gate abutment, marked [] with chisel....	11.071	513.432
181	Station 3739+87, on Dive culvert parapet, tow-path, marked [] with chisel	8.291	510.675
182	Station 3801+18, on west wing, tow-path, Jackson's bridge, No. 141, marked [] with chisel	12.921	515.342
183	Station 3854+63, on east wing, tow-path, Shelby basin bridge, No. 142, marked [] with chisel	14.512	516.965
184	Station 3914+07, on east wing, tow-path, Gorman's bridge, No. 143, marked [] with chisel	+14.394	516.882
185	Station 3934+32, on west wing, tow-path, Coon's bridge, No. , marked [] with chisel	.....	.....
186	Station 4016+72, on center of dive culvert parapet, tow-path, marked [] with chisel.	8.172	510.722
187	Station 4051+12, on lower step, west wing, tow-path, Main street bridge, No. 145, Middleport, marked [] with chisel	12.295	514.872
188	Station 4075+65, on Middleport waste-weir, east abutment, marked [] with chisel.	10.880	513.465

Number.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
189	Station 4114+50, on west end, tow-path, Dive culvert parapet, marked [] with chisel	5.275	507.884
190	Station 4182, on west wing, tow-path, Watson's bridge, No. 147, marked [] with chisel	13.042	515.691
191	Station 4200+70, on west abutment, near front angle, waste-weir, marked [] with chisel	10.816	513.476
192	Station 4307+37, east wing, tow-path, Hurd's bridge, No. 148, marked [] with chisel	13.205	515.929
193	Station 4354+32, on lower step, east wing, tow-path, Reynales basin bridge, marked [] with chisel	12.737	515.490
194	Station 4422+04, on west abutment, berme, Mabee's waste-weir, marked [] with chisel	10.099	512.892
195	Station 4493+80, on center of dive culvert parapet, tow-path, marked [] with chisel	5.622	508.458
196	Station 4610+55, on center of dive culvert parapet, tow-path, marked [] with chisel	+4.850	507.756
197	Station 4722+97, on east wing, tow-path, Millard's bridge, No. 153, marked [] with chisel	16.966	519.940
198	Station 4810+60, on center of dive culvert parapet, tow-path, marked [] with chisel	3.136	506.162
199	Station 4840+92, on west end of dive culvert parapet, tow-path, marked [] with chisel	3.199	506.244
200	Station 4923+91, on lower step, west wing, tow-path, Comstock's bridge, No. 156, marked [] with chisel	15.438	518.532
201	Station 4944+50, on lower step, east wing, tow-path, Adams street bridge, No. 157, marked [] with chisel	11.564	514.671

202	Station 4960+20, on lower step, east wing, tow-path, Mill street bridge, No. 159, marked [] with chisel	14.032	517.148
203	Station 4966+04, on east abutment, berme, Lockport waste-weir, marked [] with chisel	13.473	516.625
204	Station 4999+18, on east berme, hollow quoin (south side), Lock 67, Lockport, marked [] with chisel	20.737	523.877
205	Station 5005+86, on east berme, hollow quoin, Lock 71, Lockport, marked [] with chisel	10.564	569.631
206	Station 60+80, on eye-bolt in rock ledge, tow-path	17.578	576.718
207	Station 218+74, on south-east corner, drop-culvert wall, Murphy's farm (second cor. from top), marked [] with chisel	+17.222	576.551
208	Station 320+28, on first course stone, west end of pier, Hawley's bridge, No. 167, marked [] with chisel	14.626	573.961
209	Station 414+32, on east hollow quoin (south), Sulphur Spring guard-lock pier, marked [] with chisel	20.460	580.446
210	Station 63+87, on west front angle foundation, old bridge abutment, marked [] with chisel	14.006	574.003
211	Station 121+87, on lower step, east wing, berme, Pendleton change bridge, No. 169, marked [] with chisel	14.605	574.612
212	Station 353+80, on lower step, east end, east wing, tow-path, New Home bridge, No. 173, marked [] with chisel	15.208	575.258
213	Station 1027+42, on east end, south side, tow-path, Erie railroad bridge abutment, marked [] with chisel	9.888	570.059
214	Station 1057+20, on north-east corner of masonry, end of Tonawanda dam, marked [] with chisel	14.131	574.308
215	Station 1090+15, on west wing, tow-path, Bouck street bridge, No. 180, Tonawanda, marked [] with chisel	17.987	578.194
216	Station 1274+90, on east wing, tow-path, three-mile grocery bridge, No. 183, marked [] with chisel	17.225	577.617
217	Station 1357+45, on third course, west wing, tow-path, Cherry's bridge, No. 184, marked [] with chisel	+16.030	576.504

Number.	DESCRIPTION.	Elevation above C. B.	Elevation above T. W.
218	Station 1509+32, on second course, west wing, tow-path, Grand Island ferry bridge (Scott's), No. 186, marked [] with chisel	15.416	576.042
219	On west end, berme abutment, Hertel avenue bridge, Black Rock, No. 189, not marked	16.533	577.320
220	Station 1690+74, on west hollow quoin, north side, guard-lock, Black Rock, marked [] with chisel	15.062	575.868
221	Station 1690+74, on west hollow quoin, east end, south side, guard-lock, Black Rock, marked [] with chisel	14.871	575.677
222	Iron bolt in second coping stone, south-west wing, south abutment, Hamilton street bridge, No. 190, Black Rock	16.140	579.371
223	West wing, tow-path abutment, fourth stone from bottom, Amherst street bridge, No. 191, Black Rock, marked [] with chisel	15.412	578.643
224	East wing, tow-path abutment, bottom step, Mill street bridge, No. 192, marked [] with chisel	16.000	579.231
225	East end, fourth window-sill from east end of Manning's malt house, not marked	15.464	578.695
226	Step, east end, berme abutment, Ferry street bridge, No. 194, marked [] with chisel	15.196	578.427
227	North end, door-sill of engine-room to water-works, west end of building, not marked	15.495	578.726
228	East end, tow-path abutment, N. Y. C. railroad bridge, marked [] with chisel	+26.538	589.769
229	North-west corner, west wing, north abutment, York street bridge, No. 196, first stone below coping, marked [] with chisel	25.423	588.654
230	North-west wing, tow-path abutment, Georgia street bridge, No. 197, marked [] with chisel	19.608	582.839
231	Lowest step, west end, north abutment, N. Y. C. railroad bridge, marked [] with chisel	16.287	579.518

232	West end, north abutment, fourth step from bottom, Genesee street bridge, No. 200, marked [] with chisel	17.842	581.073
233	Third door-sill, Revere house, west of Erie street, west end, not marked	13.090	576.321
234	Commercial street bridge, No. 204, east end, south abutment, lowest step, marked [] with chisel	14.273	577.505
235	Main street bridge, No. 208, east end of coping outside of railing, north abutment, west end, Hamburgh canal; marked [] with chisel	25.204	588.435
236	Main street bridge, No. 208, west wing, north abutment, lowest step, Hamburgh canal, marked [] with chisel	14.459	577.690
237	Perry street bridge, No. 211, east abutment, north wing, Clark and Skinner canal, marked [] with chisel	18.003	581.234
238	Elk street bridge, No. 212, east abutment, north end, Clark and Skinner canal, marked [] with chisel	+21.476	584.707
239	Ohio street bridge, No. 213, east abutment, north end, Clark and Skinner canal, marked [] with chisel	21.177	584.408
240	Scott street bridge, No. 210, east abutment, north end, second coping stone, Clark and Skinner canal, marked [] with chisel	22.510	585.741
241	Michigan street bridge, No. 214, north-east end, north abutment, third coping stone outside of rail, Hamburgh canal, marked [] with chisel	24.315	587.546
242	Chicago street bridge, No. 215, west end, south abutment, by rail post, Hamburgh canal, marked [] with chisel	23.025	586.256
243	Louisiana street bridge, No. 216, west end, south abutment, Hamburgh canal, marked [] with chisel	23.439	586.670
244	Louisiana street bridge, No. 216, north abutment, east wing, Hamburgh canal, not marked	23.126	586.357
245	Perry street bridge, No. 217, east abutment, north end, Ohio slip, marked [] with chisel	24.419	587.650

NOTE.— The work between Ferry street and slip No. 3, was intended to be taken out so as to give 10½ feet of water, but by final estimate in 1876 on this work, the engineer in charge gives it that 6,635 cubic yards were left in +0.5, and 1,910 cubic yards were left in +1.00. See appendix to State Engineer's report for 1876, page 78, hence nine feet has been adopted here as the depth of water above guard-lock.

SECTIONS, WHETHER OF EARTH OR ROCK IN BOTTOM OF CANAL, ROCHESTER TO LOCKPORT.

Construction section.	LENGTH.	Stations.	Description.		Location.
267	28 chains	0 to 28	Rock ..	.....	Town line between Gates and Greece.
	42 chains	28 to 70	.....	Earth ..	
268	46 chains	0 to 46	.....	Earth ..	
	34 chains	46 to 80	Rock ..	.....	
269	78 chains	0 to 78	Rock ..	.....	
270	86 chains	0 to 86	Rock ..	.....	
271	25 chains	0 to 25	Rock ..	.....	
	10 chains	25 to 35	.....	Earth ..	
	23 chains	35 to 58	Rock ..	.....	
	17 chains	58 to 75	.....	Earth ..	
272	12 chains	0 to 12	.....	Earth ..	Henpeck.
	14 chains	12 to 26	Rock ..	.....	
	35 chains	26 to 61	.....	Earth ..	
	19 chains	61 to 80	Rock ..	.....	
273	39 chains	0 to 39	Rock ..	.....	Town line between Greece and Ogden.
	5 chains	39 to 44	.....	Earth ..	
	4 chains	44 to 48	Rock ..	.....	
	32 chains	48 to 80	.....	Earth ..	
274	33 chains	0 to 33	.....	Earth ..	
	7 chains	33 to 40	Rock ..	.....	
	20 chains	40 to 60	.....	Earth ..	
275	36 chains	0 to 36	.....	Earth ..	Spencerport.
	5 chains	36 to 41	Rock ..	.....	
	79 chains	41 to 120	.....	Earth ..	
276	83 49-100 chains	0 to 83+ 49	.....	Earth ..	
277	63 24-100 chains	0 to 63+ 24	.....	Earth ..	
278	75 97-100 chains	0 to 75+ 97	.....	Earth ..	Adams basin.
279	43 chains	0 to 43	.....	Earth ..	Adams basin.
	20 chains	43 to 63	Rock ..	.....	
	13 49-100 chains	63 to 76+ 49	.....	Earth ..	
280	32 chains	0 to 32	.....	Earth ..	
	9 chains	32 to 41	Rock ..	.....	
	5 chains	41 to 46	.....	Earth ..	
	20 chains	46 to 66	Rock ..	.....	
	4 chains	66 to 70	.....	Earth ..	
281	1 chain	0 to 1	.....	Earth ..	Cooley's basin.
	36 chains	1 to 37	Rock ..	.....	
	2 chains	37 to 39	.....	Earth ..	
	22 chains	39 to 61	Rock ..	.....	
	23 chains	61 to 84	.....	Earth ..	
	6 chains	84 to 90	Rock ..	.....	
283	9 chains	0 to 9	Rock ...	.....	
	26 chains	9 to 35	.....	Earth ..	
	8 chains	35 to 43	Rock ...	.....	
	6 chains	43 to 49	.....	Earth ..	
	13 chains	49 to 62	Rock ...	.....	
283	23 chains	0 to 23	Rock ...	.....	
	17 chains	23 to 40	.....	Earth ..	
284	67 chains	0 to 67	.....	Earth ..	Brockport.
285	23 chains	0 to 23	.....	Earth ..	
	24 chains	23 to 57	Rock ...	.....	
	23 chains	57 to 80	.....	Earth ..	

SECTIONS, WHETHER OF EARTH OR ROCK IN BOTTOM OF CANAL, ROCHESTER TO LOCKPORT—(*Continued*).

Construction section.	Length.	Station.	Description.		Location.
286	11 chains	0 to 11	.....	Earth..	
	10 31-100 chains	11 to 41+ 31	Rock...	.....	
	33 69-100 chains	41+31 to 75	.....	Earth..	
	15 chains	75 to 90	Rock...	.....	
287	16 chains	0 to 16	.....	Earth..	County line between Monroe and Orleans.
	26 chains	16 to 42	Rock...	.....	
	11 chains	42 to 53	.....	Earth..	
	9 chains	53 to 62	Rock...	.....	
	2 chains	62 to 64	.....	Earth..	
*288	.....	.....	.....	.....	No record in office.
289	6 chains	0 to 6	.....	Earth..	
	2 chains	6 to 8	Rock...	.....	
	11 chains	8 to 19	.....	Earth..	
	3 chains	19 to 22	Rock...	.....	
	18 chains	22 to 40	.....	Earth..	
	17 chains	40 to 57	Rock...	.....	
	43 chains	57 to 100	.....	Earth..	
290	42 chains	0 to 42	.....	Earth..	
	6 chains	42 to 48	Rock...	.....	
	35 chains	48 to 83	.....	Earth..	
291	51 chains	0 to 51	.....	Earth..	
	28 chains	51 to 79	Rock...	.....	
	1 chain	79 to 80	.....	Earth..	
292	80 chains	0 to 80	Rock...	.....	Hulburton.
293	33 chains	0 to 33	Rock...	.....	
	51 chains	33 to 84	.....	Earth..	
294	17 chains	0 to 17	Rock...	.....	Brockville.
	5 chains	17 to 22	.....	Earth..	
	21 chains	22 to 43	Rock...	.....	
	28 chains	43 to 71	.....	Earth..	
	5 chains	71 to 76	Rock...	.....	
	4 chains	76 to 80	.....	Earth..	
295	4 chains	0 to 4	.....	Earth..	Hindsburg.
	7 chains	4 to 11	Rock ..	.....	
	21 chains	11 to 42	.....	Earth..	
	13 chains	42 to 55	Rock ..	.....	
	26 chains	55 to 80	.....	Earth..	
296	24 chains	0 to 24	.....	Earth..	
	7 chains	24 to 31	Rock ..	.....	
	9 chains	31 to 40	.....	Earth..	
	36 chains	40 to 76	Rock ..	.....	
	4 chains	76 to 80	.....	Earth..	
297	5 chains	0 to 5	.....	Earth..	
	12 chains	5 to 17	Rock ..	.....	
	53 22-100 chains	17 to 70+ 12	.....	Earth..	
298	70 22-100 chains	0 to 70+ 22	.....	Earth..	
310	10 chains	0 to 10	.....	Earth..	Albion.
	2 chains	10 to 12	Rock ..	.....	
	60 44-100 chains	12 to 72+ 44	.....	Earth..	
311	90 chains	0 to 90	.....	Earth..	
312	80 chains	0 to 80	.....	Earth..	Gaines Basin.

*No record in office.

SECTIONS, WHETHER OF EARTH OR ROCK IN BOTTOM OF CANAL, ROCHESTER TO LOCKPORT — (*Continued*).

Construction section.	Length.	Station.	Description.		Location.
313	87 chains	0 to 87	.....	Earth ..	Eagle Harbor.
314	87 chains	0 to 87	.....	Earth ..	
315	88 chains	0 to 88	... .	Earth ..	
316	76 chains	0 to 76	.....	Earth ..	Knowlsville.
317	76 chains	0 to 76	.....	Earth ..	
318	90 chains	0 to 90	.....	Earth ..	
319	70 chains	0 to 70	.....	Earth ..	
	10 chains	70 to 80	Rock ...	.....	
320	44 58-100 chains....	0 to 44+58	Rock ...	.....	
321	1 10-100 chains....	0 to 1+10	.....	Earth ..	Medina.
	9 90-100 chains....	1+10 to 11	Rock ...	.....	
	4 chains	11 to 15	.....	Earth ..	
	3 chains	15 to 18	Rock ...	.....	
	1 chain.....	18 to 19	.....	Earth ..	
	36 chains	19 to 55	Rock ...	.....	
	25 chains	55 to 80	.....	Earth ..	
322	12 chains	0 to 12	Rock ...	.....	
	56 chains	12 to 68	.....	Earth ..	
	4 chains	68 to 72	Rock ...	.....	
	30 chains	72 to 102	.....	Earth ..	
	12 chains	102 to 114	Rock ...	.....	
323	47 chains	0 to 47	.....	Earth ..	Shelby basin.
	14 chains	47 to 61	Rock ...	.....	
	8 chains	61 to 69	.....	Earth ..	
	7 chains	69 to 76	Rock ...	.....	
	11 8-100 chains.....	76 to 87+08	.....	Earth ..	
324	14 chains	0 to 14	.....	Earth ..	
	1 chain.....	14 to 15	Rock ...	.....	
	8 chains	15 to 23	.....	Earth ..	
	24 chains	23 to 47	Rock ...	.....	
	19 chains	47 to 66	.....	Earth ..	
	2 chains	66 to 68	Rock ...	.....	
	6 chains	68 to 74	.....	Earth ..	
325	14 chains	0 to 14	Rock ...	.....	
	6 chains	14 to 20	.....	Earth ..	
	3 chains	20 to 23	Rock ...	.....	
	29 chains	23 to 52	.....	Earth ..	
	15 chains	52 to 67	Rock ...	.....	
	3 chains	67 to 70	.....	Earth ..	
	4 chains	70 to 74	Rock ...	.....	
326	10 chains	0 to 10	.....	Earth ..	Middleport.
	2 chains	10 to 12	Rock ...	.....	
	68 chains	12 to 80	.....	Earth ..	
327	18 chains	0 to 18	.....	Earth ..	Johnson creek.
	20 chains	18 to 38	Rock ...	.....	
	8 chains	38 to 46	.....	Earth ..	
	3 chains	46 to 49	Rock ..	.....	
	2 chains	49 to 51	.....	Earth ..	
	14 chains	51 to 65	Rock ..	.....	
	4 chains	65 to 69	.....	Earth ..	
	13 33-100 chains....	69 to 82+33	Rock ..	.....	
328	10 chains	0 to 10	Rock ..	.....	
	6 chains	10 to 16	.....	Earth ..	
	54 chains	16 to 70	Rock ..	.....	
	14 30-100 chains....	70 to 84+30	.....	Earth ..	

SECTIONS, WHETHER OF EARTH OR ROCK IN BOTTOM OF CANAL, ROCHESTER TO LOCKPORT — (*Continued*).

Construction section.	Length.	Stations.	Description.		Location.
329	56 chains	0 to 56	.....	Earth ..	Reynales' basin.
	3 chains	56 to 59	Rock ..	.....	
	10 chains	59 to 69	.....	Earth ..	
	2 chains	69 to 71	Rock ..	.....	
	10 48-100 chains....	71 to 81+ 48	.....	Earth ..	
330	11 chains	0 to 11	.....	Earth ..	Mabees.
	20 chains	11 to 31	Rock ..	.....	
	12 chains	31 to 43	.....	Earth ..	
	37 chains	43 to 80	Rock ..	.....	
331	36 chains	0 to 36	.....	Earth ..	Gasport.
	24 chains	36 to 60	Rock ..	.....	
	7 chains	60 to 67	.....	Earth ..	
	13 chains	67 to 80	Rock ..	.....	
332	13 chains	0 to 13	Rock ..	.....	Orangeport.
	14 chains	13 to 27	.....	Earth ..	
	17 chains	27 to 44	Rock ..	.....	
	36 chains	44 to 80	.....	Earth ..	
333	19 chains	0 to 19	.....	Earth ..	Lockport.
	17 chains	19 to 36	Rock ..	.....	
	44 chains	36 to 80	Earth ..	.....	
334	92 chains	0 to 92	.....	Earth ..	Lockport.
335	62 chains	0 to 62	.....	Earth ..	Lockport.
	6 chains	62 to 68	Rock ..	.....	
336	66 chains	0 to 66	.....	Earth ..	Lockport.
337	45 chains	0 to 45	.....	Earth ..	Lockport.

REPORT

OF THE

Assistant Engineer in Charge

OF EXAMINATIONS OF THE

SOURCES OF WATER SUPPLY

TO THE

BLACK RIVER AND ITS TRIBUTARIES.

REPORT.

OFFICE OF THE STATE ENGINEER AND SURVEYOR,
ALBANY, N. Y., *December*, 1888.

HON. JOHN BOGART,

State Engineer and Surveyor, Albany, N. Y.:

DEAR SIR.— I beg herewith to submit to your consideration the following report on Black river reconnaissance, undertaken in compliance with the following resolution of the Senate:

ALBANY, N. Y., *March* 8, 1888.

"WHEREAS, It is alleged that the State of New York is diverting from their natural courses the waters of the Black river for canal purposes, and that the waters so diverted are essential for manufacturing purposes on said river; and,

WHEREAS, Manufacturing business along said river suffers from such diversion, by reason of the natural decrease of the tributaries from whose banks and water-shed the forests have been cut, and owners of water power engaged in such manufacturing business have never been protected against such diversion by artificial means for storing water during the spring months; and,

WHEREAS, The water of adjacent streams could be used for providing for a partial equivalent for water so diverted; therefore,

Resolved, That the State Engineer and Surveyor be directed to investigate the allegations above recited, by making an examination of the question; gathering the necessary data by going upon the ground, if that shall be necessary; referring to the records of the Canal Board, and, in such other ways as he shall deem advisable, inform himself, in order to report to the Senate whether an equitable obligation exists upon the part of the State, to make provision for the protection of riparian owners against further diversion of water by erecting a reservoir at some point in either Hamilton, Herkimer or Lewis counties, which shall accomplish that purpose."

In pursuance of your instructions, after an exhaustive investigation on the ground and among the archives of this and kindred departments, I have to submit the following as the result:

The construction of the Black River canal was authorized by Act, Chapter 157, Laws of 1836, which contained, among other provisions, one to the effect, that "the feeder and canal shall be so constructed as to pass as large a quantity of water to the Erie canal as can, reasonably, be spared from the Black river and from the northern portion of the Black River canal." Section 4 continues: "The Commissioners of the Canal Fund shall pay, from any moneys in the treasury belonging to the Canal Fund, towards the construction of said canal and feeder, such sum as the Canal Board shall estimate and certify would be the probable expense of a feeder from the Black river to the Erie canal, sufficient to supply the additional water that will be required on the Rome level under the act for enlarging the Erie canal, passed May 11, 1835." See Chapter 157, page 207, Laws 1836.

Not, however, till 1848, was the dam built which was to divert the waters from the Black river at Forestport (formerly Williamsville) and the feeder tested by the admission of a little water. No use was made of the feeder, however, till 1849, when in early summer it was filled and a boat excursion made upon it on July fourth of that year.

The canal proper extends from the Erie canal at Rome to the Black river at Lyons Falls (formerly High Falls). From Lyons Falls to Carthage, forty-two and one-half miles, navigation is maintained on the river by means of jetties, locks and dams.

The feeder is ten miles in length and extends from Forestport to the summit level at Boonville, which place is ten miles from Lyons Falls on the north and twenty-five miles from Rome on the south.

The canal was completed and brought into use, with the feeder, from Boonville to Rome in 1850, and from Boonville to Lyons Falls in 1856. The feeder has been utilized every year since and including 1849, being designed to convey 16,000 cubic feet per minute, with the full head afforded by the Forestport dam.

On pages 289–290 of the State Engineer and Surveyor's report for 1862, D. C. Jenne, Division Engineer, says: "All the measurements taken in the early progress of this work made the volume of water in the Black river, at the point where it is diverted, from 14,000 to 16,000 cubic feet per minute at minimum flow."

The amount of water in the river at its lowest stage, during the summer of 1849, was only 9,000 cubic feet per minute, a deficiency of about 5,000 to 7,000 cubic feet per minute from former estimates. But it should be remarked that the water was lower than ever before known by those familiar with the river for thirty or forty years.

Nearly the whole volume of water was diverted for three months in 1849 to feed the Erie canal, which left the river nearly dry from the head of the feeder to Lyons Falls, and reduced it thirty or forty per cent. below the falls.

At this point arises the question of the disposition of the water passing through the feeder; and I have concluded, from past records and careful measurements taken by myself in September, 1888, that, with the feeder running at 16,000 cubic feet per minute, there is returned to the Black river by lockages, waste-weirs, sluice-ways and feed through lock-gates, an average amount of 5,000 cubic feet per minute, as nearly as may be determined. There has therefore been diverted, under these conditions, an amount of 11,000 cubic feet per minute.

When the water was first diverted in 1849, it created grave apprehensions in the minds of mill owners along the river. From Forestport to Lyons Falls the channel was left nearly dry, virtually stopping every mill, and, below that point, crippling some and stopping others.

Recourse was had at once to the Canal Commissioners, who, for three or four years immediately succeeding 1849, "maintained that the appropriation was only a temporary one; and some claims based upon that view were made out and allowed to various parties above Lyons Falls, but to none, we believe, below that point. In 1854, however, on the refusal of Mr. Schoonmaker, the then auditor, to pay one of the drafts given by the Canal Commissioners on such claim, on the ground that the appropriation was a permanent one and the Canal Commissioners had no authority to settle a claim of that character, the case was carried to the Supreme Court and from that court to the Court of Appeals, to test the question. The latter tribunal sustained the auditor and held that the appropriation was a permanent one.

After this decision the parties interested in the water powers along the river filed claims for permanent damages, and a large number were filed by persons who had no interest in 1849, for alleged injuries sustained during a subsequent occupancy or ownership. A question having arisen whether the claims were not barred by statute, from not having been filed within a year after the injury accrued, the Legislature very properly came to their relief in the passage of a special act, Chapter 245, Vol. 1, Laws of 1857."

These claims, some sixty-two in number, aggregating over six hundred thousand dollars, and extending from Forestport to the mouth of the Black river, were presented to the canal appraisers.

The hearing commenced on July 8, 1858, and was not completed until December of that year.

In view of the great number and similarity of these claims, two were settled upon as together representing the whole, and "stipulations were entered into by consent of all parties that all the testimony taken in the several claims might be used as such in them all."

The leading case to which reference was made in deciding others at and below Watertown was the claim of the "Black River Woolen Company," of Watertown, while that of "Platt Williams," of Williamsville (Forestport), corresponded with all others above Watertown.

I would refer to the testimony taken in these claims as contained in Vol. 41 of "Appraisals," for a more minute recitation of the merits of individual cases. I have drawn freely, in this report, from the awards by the appraisers in the claims above referred to and all quotations otherwise unacknowledged are made from these awards.

After reviewing the construction and utilization of the canal and feeder, the diversion of water and its effects, the Appraisers refer to the step taken by the Legislature for the relief of the mill owners.

It seems that D. C. Jenne, Resident Engineer on the Eastern Division of the canals, under instructions of the Canal Board, made a report on the subject of the feeder, the diversion of the water, and the probabilities of its restoration by means of reservoirs, in March, 1850, (Vol. III., Senate Documents 1850, No. 102), in which he said, "Unless an amount of water be returned to the Black river equal to the quantity thus diverted, * * * heavy damages to water power will ensue, the amount of which will be almost incalculable."

"Based upon this report the Legislature passed an act (Chapter 181, Laws 1851) providing for the construction of reservoirs. It required the Canal Commissioners to create, if practicable, reservoirs of sufficient capacity to supply the Black River canal feeder with such quantity of water during the summer months as shall be necessary for the supply of the Black River and Erie canals and as shall give to the Black river, as near as may be, as much water as ordinarily flows therein during the summer months." In the third section of the act, the object is more fully stated as being "that the waters from said reservoirs shall be discharged so that the waters thus reserved shall be let into said Black river during the summer months, in such manner and in such quantity as to give as far as practicable to the inhabitants residing on said river, the benefit of said reserved waters when the same shall be required for use, and such supply shall not be less than the quantity which ordinarily flows in said river during the summer, provided the supply from said reser-

voirs will furnish such quantity after supplying the Black River canal and the Erie canal with water."

It seems that at this time (1858-9), only the North Branch reservoir had been completed, work having been stopped on South Branch, Woodhull and Chub lakes, in 1857, for lack of funds. Water having been abundant in 1857 and nearly so in 1858, it was impossible, up to the time of the award, to judge of the effect of the one completed.

The appraisers continue, under the head of "Difficulties in the way of estimating damages":

"Under the circumstances already stated, as to the unfinished condition of the reservoirs, eight years after the Legislature directed their construction, and the actual stoppage of all work upon them, with only the smallest of the four finished and no certainty when, if ever, the others will be completed, and without knowledge as to their success, if completed, in restoring the water to the claimants, we must necessarily grope in the dark to some extent in determining the damages. If the reservoirs were completed, and they accomplished wholly or in an ascertained part the desired object, it would have an important bearing in reducing the amount of permanent injury to this water power.

In view of these things, these claims can not receive as satisfactory decision as we should desire, until the successful or unsuccessful working of the reservoirs, if completed, can be known, or the policy be determined, whether or not they are to be completed; and the Appraisers have almost as little faith in the correctness of the conclusions which they may reach as in the expectation that those conclusions will satisfy either the claimants or the State. For the nearly four years that the present board of appraisers have held office, they have kept these claimants at bay, in the hope that a time would come when they could dispose of the claims in a manner that at least would be satisfactory to themselves. But the claimants have waited patiently nine years, trusting to the good faith of the State to make good their losses; and it is unreasonable to ask them to wait for an indefinite number of years more. The State has permanently appropriated this water and will use it, and has, by the act of appropriation in the exercise of its sovereignty, the right to use and control it through all future time; and enough is known from the experience of the last nine years to show that considerable damage has already accrued, which no mere restoration of the water can atone for. If the reservoirs were completed, it is questionable whether they would wholly restore the original state of things. As the country clears up, the waters will become less by evaporation and by other natural causes that tend to

diminish the flow in the stream and its tributaries that supply the reservoirs, and the quantity now obtained from other sources to feed the Erie canal will be less, and it is not impossible that the State may yet require not only all the natural flow at the feeder, but also all the reserved waters in the reservoirs to keep up navigation in the Black River and Erie canals."

Further on, under the head of "Certain leading principles that will be recognized and followed in deciding these cases," they resume:

"With a view to save the necessity of presenting our general views in each case, and also with a view of placing ourselves plainly on the record, so that errors, if they are made, may be corrected on appeal; we propose to state here certain leading principles that will be recognized and followed in passing upon this and other claims in its vicinity. Having done this, we shall attempt to avoid the reiteration of them in the other awards that are to follow.

First. The State will be held liable for the damage sustained by the riparian owners in consequence of the diversion, on the principle that fresh-water rivers, to the middle of the stream, belong to the owners of the adjacent banks; that they are entitled to the usufruct of the waters as appurtenant to the fee, and for an interruption in the enjoyment of their privileges, in that respect, in consequence of public improvements, made by the State, are entitled to compensation for damages sustained. (Commissioners of Canal Fund *v.* Kempshall, 26 Wend., 404.)

Second. There can be allowance made, only, to those who owned in 1849, or to the assignees of their claims.

Third. Nor can any allowance be made, even to the owners of 1849, for any special damages from year to year, since, except by way of interest on the sum that shall be determined as the real loss, when the injury accrued.

Fourth. The State can not be held to pay for mills or other structures erected, or investments made since that year, when everybody knew that the waters had been diverted. These erections or investments were at the risk of those who made them.

Fifth. Nor can we take into consideration remote and contingent damages to property separate and distinct from water power, and the property upon it, alleged to have been depreciated in value by the diversion.

Sixth. In estimating damages to a particular water power, additional expenses incurred in putting in new wheels, machinery, etc., adapted to the new state of things, will be considered; but only as bearing

upon the extent of the damages of 1849, which required such expenditures to restore the power.

Seventh. While we can not wholly ignore the fact that the State has had in contemplation the erection of the reservoirs, and may yet complete them and the water be restored, we can only take these things into account in a qualified and limited sense.

Eighth. An appraisal will be fixed on the injury to the property at its value in 1849 and nine years interest allowed thereon."

With these principles in view, the Board of Appraisers handed down their decisions on each individual claim.

The Canal Commissioners, however, appealed from these awards in a number of cases, to the Canal Board, and the following is a transcript of the decision of said board on said appeal, adopted February 10, 1860 :

"WHEREAS, By reason of the appropriation of the waters of the Black river in 1849, for the purpose of furnishing a supply of water to the Black River and Erie canals, and under the Act, Chapter 157 of the Laws of 1836, it was the intention and object so to construct the canal and feeder as to pass no larger quantity of water to the Erie canal than could reasonably be spared from the Black river, and damages having accrued and been awarded to certain claimants owning premises along the said river below Lyons Falls, and the Canal Commissioners having appealed from the awards of the Canal Appraisers in the following cases, to this board; and,

WHEREAS, In the opinion of this board, the said appraisers, in making their award of damages, did not take into consideration the full amount and flow of water to be obtained and supplied to the said river and feeders by the construction and maintenance of the reservoirs designed to limit the use of the water of said river by the State as contemplated by the act of 1836, and which reservoirs were in process of construction, and will soon be completed so as to supply a quantity of water nearly adequate to the wants of the State, as now contemplated, and thus return to the claimants the water of which they would otherwise have been deprived; therefore,

Resolved, That the awards of the Canal Appraisers in the twenty-two cases stated below as fixed in the first column of figures set opposite to the names of the respective claimants, be reduced to the sums fixed and stated in the second column of figures in said schedule, the rate of reduction being thirty-five per cent. "on the amount of each award of the appraisers."

These twenty-two claims awarded by appraisers, aggregated $91,108 and as reduced by the Canal Board, $59,220.20.

The above decision of the Canal Board constitutes the basis of the claims and representations now put forward by parties interested in the maintenance of the original flow of the Black river.

It seems, therefore, that the Canal Board reduced the awards above cited, thirty-five per cent., on the ground that the Appraisers did not "take into consideration the full amount and flow of water to be obtained and supplied to said river and feeders by the construction and maintenance of the reservoir," referring to Woodhull, North and South Branch and Chub lakes, of which the second alone had been completed.

In 1859, however, reservoirs to the capacity of 11,000 cubic feet per minute, for 115 days, were ordered completed, and the following were brought into use:

	Cubic feet.
Woodhull	780,943,680
North Branch (twice)	619,868,800
South Branch	421,190,000
Making a total of	1,822,002,480

which was estimated sufficient to accomplish the end.

Unfortunately, from some cause or other, which I shall later endeavor to point out, they did not entirely avail, and to meet the demands for more water on the Erie, surveys were frequently made for additional storage capacity, recommendations urged and bills passed for an increase in the supply until, at the present time, there are in existence the reservoirs enumerated below.

In the endeavor to ascertain as nearly as possible just what can be expected of them at the present time I met with obstacles which, though not unforeseen, were nevertheless annoying and well-nigh insurmountable. As far back as 1862 most urgent recommendations were made by the engineers in charge of that division of the canals in which the reservoirs were included, to the effect that careful records should be made at each reservoir of

First, The annual rainfall;

Second, The depth of water available at any time, and

Third, The condition of the gates or valves, daily, while in use.

Notwithstanding the palpable necessity for such data in connection with the economic and methodical management and use of storage reservoirs, no such provision has at any time been made by the Legislature; so that to-day, after thirty years continuous use of these costly adjuncts to our public works, the only information to be

gathered from the records of the department is the original, time-honored and oft repeated estimate of total capacity of each reservoir, coupled possibly with the statement from year to year that navigation was or was not delayed by lack of water. The mill owners claim that the reservoirs have not availed to accomplish the end desired. If that be so they are either inadequate or are not utilized to the extent of their capacity.

In accordance with your instructions I made a personal examination of the existing system, visiting all the below-mentioned reservoirs save the two least important, and have enumerated in the last column the amounts of water which to the best of my belief, from information thus acquired, can be relied upon each season for distribution in time of drouth.

In the first four columns, I quote from the report of the State Engineer for the year ending September 30, 1887, Assembly Document No. 25, p. 61:

NAME.	Mean area, acres.	Mean depth, feet.	Total capacity, cubic feet.	Available capacity, cubic feet.
White lake	296	5	64,468,800	64,000,000
Chub lake	200	4	34,848,000	.....
Sand lake	306	15	199,940,400	200,000,000
Woodhull lake	1118	18	876,601,400	438,000,000
First, Second, Third, Bisbys	.....	31½	40,000,000	40,000,000
Canachagala lake	320	4	55,756,800	56,000,000
North lake	277	28	337,851,360	676,000,000
South lake	372	26	421,312,320	350,000,000
Twin lakes	175	8	60,984,000	60,000,000
				1,884,000,000
Sixth, Fulton Chain	109	10½	.....	300,000,000
Seventh, Fulton Chain	867			
To which should be added First, Second, Third, and Fourth, Fulton Chain				500,000,000
Beaver river	1675	9	.....	328,000,000
				3,012,000,000

Making a total of, say, 3,000,000,000 cubic feet; or, enough to afford
16,000 cubic feet per minute, for 130 days; or,
11,000 cubic feet per minute for 189 days; or,
23,000 cubic feet per minute for 90 days; or,
34,000 cubic feet per minute for 60 days.

Plainly, then, the alleged difficulty can not arise from lack of capacity, for, by a liberal estimate, the present system holds, every Spring, sufficient water to supply the total flow in the feeder for four months, without disturbing the natural flow of the river, and thus increase that flow, below Lyons Falls, by 5,000 cubic feet per minute, or, enough to maintain navigation for six months, diverting only 5,000 cubic feet per minute from the river between Forestport and Lyons Falls, for which diversion award was made by the appraisers in 1859, and damages paid, or, sufficient to afford 23,000 cubic feet per minute for three months, the extent of the longest dry season known in the past seventy years, or, finally, enough to supply 34,000 cubic feet per minute for sixty days, now estimated by interested parties, as the period during which the present diversion is felt by the water-users. But, this water is *not* supplied, at the time when most needed; for, to my personal knowledge, water did not flow over the present Forestport dam for several days last summer, and evidence is not lacking to show that such is the case for greater or less periods, each season.

It is no less a fact, however, that the reservoirs are exhausted at the close of every season, save, perhaps, Woodhull, which, it will be observed, is estimated at less than half its total capacity. Lack of sufficient water-shed precludes the possibility of filling this lake in less than two years and its waters are therefore husbanded each year, to provide for possible contingencies the following season.

For an explanation of this anomalous condition of affairs, it is necessary to abandon calculations and theories and observe more closely the practical and absolute circumstances governing the case.

These lakes are situated in a region, the inaccessibility of which is credible only to those who have endeavored to penetrate it; but a glance at the accompanying map will serve to afford an idea of the large area over which they are scattered. The present systems are distributed among three counties, and may be classified into as many sections, according to the channels through which their waters are brought into use:

First. Reservoirs impounding the head-waters of the Black river.

Second. Reservoirs impounding the head-waters of the Moose river.

Third. Reservoirs impounding the head-waters of the Beaver river.

The BLACK RIVER SYSTEM comprises Woodhull, Sand, First, Second and Third Bisbys, White, Little Woodhull and Gull lakes, discharging through Big Woodhull creek into the eastern end of the present Forestport pond at head of the feeder. Also, North, South, Canachagala and Twin lakes, discharging through the river proper into the southern end of the same pond.

The MOOSE RIVER SYSTEM is that formed by two reservoirs on the Fulton chain lakes, one including First, Second, Third and Fourth lakes, and the other Sixth and Seventh lakes; discharging through that river into the Black river, a few rods above Lyons Falls.

The BEAVER RIVER SYSTEM contains but one reservoir, that at Stillwater; whose waters are conveyed by that stream to the Black river at Castorland, thirty-two and one-half miles below Lyons Falls.

Scattered though they are, and inaccessible, the reservoirs of the Black river system are intrusted to the management of two men; one having quarters at Woodhull dam and the other at North lake. It is utterly and physically impossible for these two men to regulate the flow of water and as well guard it when it is not needed. Much of the country is still in process of being lumbered, and, in many cases, by men whose conscience troubles them solely when their own interests are in jeopardy. The streams form their highways, and on them they depend for the transportation of logs from the place of cutting to the mill or market. During the dry seasons, the trees are felled and skidded, *i. e.*, rolled into piles with the bottom two or three set crosswise to form a sort of track whence they can be loaded on sleds or rolled into the channel of the stream. The wet season having arrived, it is here that the interests of the State and timber "jobbers" conflict; for the time when the freshets are relied upon to fill the reservoirs is the time when the lumbermen calculate to "run" their logs down the stream, depending on the large volume and furious rush of the water to carry them over obstacles which would be impassible during the ordinary or minimum stage of the stream.

Sand lake is repeatedly emptied for this purpose, as, indeed, are many others, and this water, passing down the river and over the dam at Forestport, benefits neither the mills nor the canals, but, to the contrary, defrauds them effectually of the water designed to carry them through the summer season.

The Bisby lakes are constantly tampered with, and it is a fact, well known among the inhabitants of the region, that vast quantities are so wasted, every year, when least needed.

Chub lake is another, and most serious, obstacle in the way of a proper regulation of the supply. This is one of the four lakes authorized to be dammed in 1855, but, in 1857, after an expenditure of some fourteen hundred dollars, on a part of the embankment for a dam, work was abandoned, and has never been resumed. There is a timber dam, however, at the foot of this lake, controlled and kept in repair by private parties. On reference to the accompanying map it will be

seen that the entire flow of Woodhull, Sand, and the Bisby lakes passes through this one — when the gates are open — which is, whenever the owners see fit.

I have it on the authority of Superintendent Phillips, that, during the past season, when the water was most urgently needed for the canal, and Woodhull was being discharged to meet such wants, he found, on driving to Chub lake, the gates shut and the private pond filling at the expense of the State — and this, on two occasions within a week.

In this connection, I would call your attention to the accompanying sketch of this dam and the note thereon made with reference to the bulkhead gates.

On the Moose river system there are two dams; at the foot of First and of Sixth lake, respectively. That at the foot of First lake is the one known as the "Old Forge dam" and here a private saw mill utilizes the fall, and, apparently, controls the flow of water through the gates. This dam sets the water back over the first four lakes of the chain and these are navigated at present by two steamers, one small, and the other, recently built, of considerable size and draught, requiring nearly as much water as the present back-flow affords in channels between the lakes. The owners of these interests have a very natural tendency to withhold every drop of water they are not compelled to part with.

At Stillwater dam, on Beaver river, the drawing of the water lays bare large areas of ground, which, on hot days, generate most offensive and unhealthy gases, and, as well, contracts the channels and by-ways through which travel is facilitated for the summer pleasure seeker.

Amid these diverse interests it is a source of considerable surprise that the canal and river receive as much water in the dry season as they do. Possession has frequently been quoted as "nine points of the law" and, however this may be, the man in the woods has assuredly the best of the superintendent at Boonville, twenty or twenty-five miles away.

In the face of these facts, the difficulty of making even an approximate estimate of the actual quantities supplied by the reservoirs will be appreciated.

Many thousands of dollars have been expended in erecting them and it is incumbent upon the State to maintain them in a creditable manner. Their importance is unquestionable, especially in the face of such a situation as the present one, and it is exasperating to the

last degree to be obliged to resort to-day to the same methods of estimate that would have been employed, were they yet unbuilt.

But, while it is comparatively easy to point out the defects in this system, there are many obstacles to encounter in overcoming them. It is impracticable to detail a man at each dam and support him there, but the present force should certainly be increased and a system of espionage established, by frequent inspection by responsible and disinterested men. Gauges should be set at every dam and systematic records kept of depths registered thereon and of every change in the position of gates or valves. With these data it would be a very simple matter to calculate, within a small percentage, the actual discharge during any period.

Situated as the lakes are, however, it would always be a matter of great difficulty, if not absolutely impossible, to control them satisfactorily and economically from such a distance, and no amount of improvement in the methods of communication can ever hasten the flow of water in its passage to the canal in time of sudden need.

There has been recommended annually, and with increasing urgency, for several years past, a remedy for all this delay, and in such a form as to carry conviction with it. I refer to the additional dam and reservoir proposed at Forestport, the construction of which was authorized by Act, Chapter 452, Laws of 1883, and $20,000 appropriated therefor, $35,000 less than the engineer's estimate. Fifteen thousand dollars was expended in getting out stone for the piers and in other preparations, including some considerable excavation for the bulkhead ; but no further appropriation being made, the work has been abandoned for four years. The original plan called for a dam twenty-one feet in height, but this was reduced later to fifteen feet. The flow-line of the fifteen-foot dam at this point incloses about 800 acres, as actually run out; but if built, the original height, at least, of twenty-one feet should be restored, as a very large proportion of the ground consists of flats, which would be but slightly flowed by a fifteen-foot dam, while a height of twenty-one feet, or even more, would increase the area of flow inconsiderably, in proportion to the great increase in capacity.

This reservoir, as shown on accompanying map, commences at the head of the present Forestport pond, some two miles from the entrance to the feeder. It would thus be immediately under the control of the superintendent. It is my opinion that a twenty-one-foot dam would afford a capacity of at least 350,000,000 cubic feet or twenty-one days full supply for the canals; and in this way, an economical, reliable and

available supply afforded. This would require an additional appropriation of about fifty-five thousand dollars.

Act Chapter 336, Laws 1881, appropriated $6,000 for reservoirs on Beaver river and Independence creek; Act Chapter 362, Laws 1882, appropriated $6,000 additional; Act Chapter 551, Laws 1884, appropriated $6,000 additional; Act Chapter 330, Laws 1886, reappropriated $6,000 appropriated in 1881; $5,804.73 unexpended appropriation in 1882; $2,003.30 unexpended appropriation in 1884; and $1,000 newly appropriated—$14, 808,03.

Under this bill the Stillwater dam was erected on Beaver river, with an available height of nine feet one inch. It is a substantial structure of trees, and hewn cribs, about three hundred and fifty feet long. At present there exists a bad break in one end, which can, however, be repaired at no great expense. The flow-line has been partly run for this dam, or, rather, for a dam with a crest five feet higher, as was originally designed, and the area inclosed by the whole is estimated by Assistant Engineer C. E. Phelps, under whose charge the survey was made, at about three thousand acres.

From observations made in August last, and on the basis of the above total flow, I estimate the present capacity at 328,000,000 cubic feet, while every foot added to the height of the present dam will increase the present capacity 100,000,000 cubic feet or more.

Levels were also run by which it was determined that the dam could be raised ten, fifteen, or even twenty feet if desired without fear of flowing back into undesirable outlets.

Between Stillwater and the mouth at Castorland, on the Black river, there are no available sites for future reservoirs, nor, indeed, will they be required; for, as the Beaver river can only be utilized for the restoration of water diverted from the Black river, it is not so essential that immediate communication should be established with the supply, nor that the reservoir should be near the point of need.

This is by all means the most available spot for any increase in the present storage capacity of our reservoir system and, with its extensive water-shed, no doubts can be entertained as to its prompt filling in spring. Every consideration of economy, reliability, and facility in management would indicate as the wisest policy that which has for its ultimate view the abandonment of so many small, unessential and isolated reservoirs or, at least, their subordination to a few, large and readily controlled.

As above noted, the flow-line has been about half run out, at a height of five feet above the present crest, and this line is the boundary of the appropriation. To raise the dam these five feet would

involve no increased damages and in fact, even a greater height would add but little area, as this line now traverses shores for the greater part bluff.

As estimated, a raise of five feet would give a total capacity of 850,000,000 cubic feet, or enough to afford 11,000 cubic feet per minute for about fifty-five days, nearly sufficient to compensate for water diverted by the canal. A rise of eight feet would increase the capacity to about 1,100,000,000, sufficient to supply 11,000 cubic feet per minute, for about sixty-nine days. To raise this dam five feet, would cost about $16,000, and to raise it eight feet would cost about $25,000.

Reconnaissances were also made of Smith's lake, nearer the head of Beaver river, where the opportunity exists for a reservoir of some 670,000,000 cubic feet, impounded by a dam eight feet in height and 300 feet long. Also, on the north branch of Moose river, two miles north of Old Forge, where a twenty-foot dam, 400 feet long, would set the water back to a depth of ten feet on First lake (Moose), with a probable capacity of 1,000,000,000 cubic feet or more, covering about 2,000 acres and supplied by a water-shed of about sixty square miles.

The Fulton chain, as has been stated by examining engineers, affords excellent advantages for a reservoir of a capacity far beyond any yet attempted, but there are grave doubts in my mind as to the sufficiency of the water-shed to feed one of such large capacity. There is, besides this, another important factor to be taken into consideration. The lakes are thickly populated in summer by cottagers, who have built within a few feet of the present water level, and any proposition to deprive them of this pleasure ground could not fail to elicit great opposition, not to mention the actual damage done to a beautiful country by conversion into a waste of deadened limbs and leafless brush.

The engineer in the past, when endeavoring to locate a suitable site for a reservoir, had many difficulties to contend with that do not exist for us. With increased familiarity with the wilderness, come more effective plans. In all probability many of the existing dams would never have been built had more intimate acquaintance with facts been possible. The old settlers' statements as to relative heights of streams and lakes, often carried with them more of conviction than of fact.

The question is presented, whether it is better to abide by the the decisions then made, or to be guided entirely by circumstances as now developed.

There are some thirteen reservoirs in the Black river system, two on the Moose, and one on the Beaver river — fifteen in all — with, as

we have seen, an aggregate capacity of between two and three times the necessary water and still their object remains unaccomplished.

To achieve it satisfactorily, by merely improving them, would, I believe, be more expensive and less satisfactory than the following course, which is submitted in the hope that it will meet with your concurrence and approval.

I would recommend:

First. That Chub lake dam should at once be appropriated and either utilized in its present condition and a watchman stationed there, or, cut away entirely. At present, three days must elapse before water can be obtained at Boonville from the reservoir, and the situation is aggravated beyond endurance if there is further delay by its retention in this lake.

Second. That steps be taken to insure the making and recording of observations as heretofore suggested and, as well, the better guarding of reservoirs when filled.

Third. That Stillwater dam be raised five feet at once, and careful observations made thereat and recorded as heretofore recommended.

Fourth. That the Forestport dam be erected in a most substantial manner, as at first proposed, with a crest twenty-one feet above the surface of the water at the head of the present pond.

These last two recommendations being made with the idea of ultimately relying upon the Forestport dam (and the largest of the present reservoirs as storage auxiliaries), to supply any additional water called for by the Erie, and upon the Stillwater dam to make good the diversion created at Forestport.

Having adopted the above, data would be available whereby actual results can be accurately known.

If then the preceding estimates of available capacity are verified, to have gleaned the full benefit from the system in its present condition, would have entailed an outlay vastly greater than the establishment of the new Forestport reservoir and the raising of the Stillwater dam. The small outlying reservoirs could then be abandoned and the expense of their maintenance thus saved.

Or, if the estimates are shown to be materially too large the present system is inadequate and the increased storage obtained will then be proven a necessity.

Very respectfully submitted.

AUG. S. KIBBE,

Assistant-Engineer in charge.

REPORT

OF

ENGINEER IN CHARGE

OF THE

HUDSON RIVER IMPROVEMENT,

FOR THE YEAR 1888.

REPORT.

ALBANY, *December* 1, 1888.

Hon. JOHN BOGART,

State Engineer and Surveyor:

SIR.—I have the honor to transmit herewith my report on the Hudson river improvement for the current year.

Yours respectfully.

MARTIN SCHENCK,

Assistant Engineer in charge.

By act chapter 173, of the Laws of 1888, there was appropriated the sum of fifty thousand (50,000) dollars for the purpose of removing obstructions in, and improving the navigation of, the Hudson river, from the city of Troy to the south line of the town of Coxsackie, by deepening and widening the navigable channel of said river so as to secure a channel eighty (80) feet wide and six (6) feet in depth of water at low tide, from the sloop-lock to the railroad bridge at Troy; one hundred and forty (140) feet wide and ten (10) feet deep at low tide, from the railroad bridge at Troy to the lower railroad bridge at Albany; and one hundred and seventy-five feet (175) wide and eleven (11) feet deep, from the lower railroad bridge at Albany to the south line of the town of Coxsackie.

This law is substantially in accordance with a recommendation made in the report for the year 1887. It gives an increase of $20,000 over the amount annually appropriated for several years past. The wisdom of such increase is shown by the marked better condition of the navigable channel, the general satisfaction expressed by navigators, and the almost entire absence of complaints from them.

The sum of $5,000 was set aside for necessary engineering expenses under the direction of the State Engineer and Surveyor, and the corps organized consisted of an engineer in charge, a leveler, four rodmen and a chainman. This corps began work on May 14, 1888, and continued without interruption up to the present time.

There have been no serious delays to navigation during the past season, owing, in part, to the fact that there were no bad ice-gorges

in the river in the winter or spring of the present year. A preliminary survey revealed the fact that much of the work done last season still remained in good condition, hence we have been enabled, through these favorable circumstances and the increased appropriation for this year, to improve river navigation in a very marked degree.

On May seventeenth, reconnaissance sounding was begun at Finch's wharf, near the south line of the town of Coxsackie, and the channel of the river was carefully sounded up to the State dam at Troy, since which time surveys have been made and maps and notes filed in the office of the State Engineer and Surveyor, as shown by the following list:

Number and date of surveys made during the season of 1888:

1. Reconnaissance of channel, May seventeenth.
2. Bath shoals, May twenty-third.
3. Kellogg shoals, May twenty-fifth.
4. Van Buren bar, May twenty-eighth.
5. Washington bar, May twenty-ninth.
6. Upper railroad bridge, June first.
7. Fish-house shoals, June fourth.
8. Troy railroad bridge, June eighth.
9. Watervliet arsenal dock, June eleventh.
10. Stone-house bar, June thirteenth.
11. Upper side-cut, June fifteenth.
12. New Baltimore light, June nineteenth.
13. Mull's bar, June twenty-second.
14. Round shoals, June twenty-sixth.
15. Parda Hook bar, July sixth.
16. Coeymans west channel, July eleventh.
17. Bogart light, July twenty-fifth.
18. Lower railroad bridge, Albany, July twenty-eighth.
19. Nine-mile Tree, August ninth.
20. Overslaugh bar, August twenty-first.
21. Coxsackie light, August twenty-fifth.
22. Bear Island dyke, August twenty-eighth.
23. Stuyvesant channel, September fourth.

Final surveys were also made at the following points:

24. Stone-house bar.
25. New Baltimore light.
26. Bath shoals.
27. Kellogg shoals.

28. Fish-house shoals.
29. Troy railroad bridge.
30. Arsenal dock.
31. Mull's bar.
32. Nine-mile tree.
33. Parda Hook.

The above includes all work completed in time to make final estimates before the river corps was disbanded.

Surveys or soundings were also made at all dump grounds where any material was dumped outside of any dyke or dock, to be afterwards thrown over, and in all cases the contractor has been required to restore the water to its original depth, as shown by such survey or soundings.

At the date of the first letting the prices bid for work being considered excessive, the bids were thrown out by the Superintendent of Public Works, and the work was readvertised. This, although very advantageous to the State, delayed dredging operations somewhat, but with this exception the work has been prosecuted constantly, and from four to nine dredges have been employed up to the end of the season.

TABLE SHOWING THE DATES AND LOCATIONS OF SURVEYS, ENGINEER'S ESTIMATES, CONTRACT PRICES, QUANTITIES DREDGED, ETC.

Date of survey.	LOCATION OF SHOAL.	Engineer's estimate	Date of letting.	By whom done.	Contract price.	Material removed.	Date when completed.	Amount of final payment.	Remarks.
		Cu. yds.			Cents.	Cu. yds.			
May 23	Bath shoals	3,000	July 10	Lane & Brumelkamp...	25	3,230	Sept. 20	$807 50	
May 25	Kellogg shoals	7,000	July 10	Lane & Brumelkamp...	25	7,680	Sept. 17	1,920 00	
May 28	Van Buren bar	10,000	July 10	Lane & Brumelkamp...	25	5,018	.....	1,254 50	Not completed for lack of money.
May 29	Washington bar	6,000	July 10	Lane & Brumelkamp...	25	6,006	Nov. 16	1,501 50	
June 1	Upper railroad bridge	1,000	.....	Supt. of Public Works..	.....	1,188	July 19	222 00	Actual cost of labor.
June 4	Fish-house shoals	12,000	July 10	Lane & Brumelkamp...	25	13,215	July 21	3,303 75	
June 8	Troy railroad bridge	11,000	July 31	P. W. Myres.....	38	10,955.5	July 21	4,163 09	
June 11	Arsenal dock	14,000	July 31	Lane & Brumelkamp...	35	14,029.6	Nov. 1	4,910 36	
June 13	Stone-house bar	6,000	July 13	P. W. Myres.....	16½	6,032.75	Aug. 14	995 40	
June 15	Upper side-cut	3,000	.....	Supt. of Public Works..	.....	3,968	Aug. 1	533 20	Actual cost of labor.
June 19	New Baltimore light	18,000	July 13	P. W. Myres	14	18,089.7	Aug. 30	2,532 55	
June 22	Mull's light	25,000	July 13	E. M. Payn	15 9-10	25,224.75	Sept. 15	4,010 73	
June 26	Round shoals	17,000	July 31	Lane & Brumelkamp...	24 9-10	15,303	Nov. 30	3,810 45	
July 6	Parda hook	20,000	July 13	P. W. Myres.....	15½	19,665.6	Oct. 13	3,048 16	
July 11	Coeymans	9,000	.....	.....	.....	.....	... .	.....	Work not done; no funds.
July 25	Bogart light	9,000	July 31	E. M. Payn	16⅞	9,176.7	Sept. 20	1,548 57	
July 28	Lower railroad bridge	6,000	.....	Supt. of Public Works..	.....	6,514	Aug. 25	738 87	Actual cost of labor.
Aug. 9	Nine-mile tree	7,000	Sept. 11	P. W. Myres.....	16	7,017.5	Sept. 27	1,122 80	
Aug. 21	Overslaugh bar	23,000	Sept. 11	E. M. Payn	17⅜	23,100	Nov. 14	4,013 25	
Total									195,414.1

While the general condition of the river channel has for the past season been very good, and those best qualified to know report a steady and marked improvement during the past half-dozen years, due in part to a very careful supervision of dredging operations, still there is room for much improvement in the manner of disposing of the dredged material.

There are no good dump grounds north of Mull's Light, *i. e.*, places where material can be dumped back of dykes direct from the scows; hence the custom has prevailed of dumping along and outside of the dykes, and throwing the material over the dyke afterward. This is the practice to a very great extent by contractors on work other than State work, where there is no supervision by any State or government authority, and much of this dredged material from these private jobs is either left in the river entirely or thrown upon (not over) the dyke and allowed to wash back into the stream.

This manner of disposing of material is a very pernicious practice, especially when these dumping places are located near the river channel, for even if an attempt is made to redredge and throw the material over the dyke, a large percentage of it will be found to have disappeared, having been drawn into the channel by the passage of steamboats. As before stated whenever any material from State jobs has been dumped in this way, careful soundings were first taken and the contractor required to restore the original depth. This, however, is but a partial remedy and in the future any depositing of material outside of dykes should be prohibited. It is to be hoped that some system will be in the near future devised and enforced that will remedy this evil.

In recent acts of the Legislature appropriating moneys for the improvement of the Hudson river, the width and depth of the channel are specified; hence I would respectfully call your attention to a few existing obstructions to navigation which do not seem to come within the letter of these laws.

First. At the mouth of Schodack creek a sand-spit extends into the channel in such a manner as to be somewhat of an obstruction to navigation at this point, and although the channel here has much more than the required width, the sand-spit extends into it so that long tows are frequently caught upon it. Hence the removal of part of this spit is respectfully recommended. The probable cost of this would not exceed six hundred (600) dollars.

Second. At and immediately north of Mull's light for several years past large quantities of sand have been dredged, but each succeeding year finds nearly the same quantity of deposit, and the upper end of

the channel over the bar gradually working over to the eastward. This is due to the fact that a large sand-bar is being cut away by the action of the spring freshets and deposited as before stated. This bar is located between Mull's light and Nine-mile tree, so as to form an angle in the channel. Its removal would straighten the channel between these points, reduce the number of cross-overs and obviate the necessity for frequent dredgings at Mull's bar. For these reasons this improvement, the estimated cost of which is about six thousand dollars, is recommended.

While dredging the bar at Overslaugh dyke during the season of 1884, it was found that a reef or rock prevented the securing of the required depth of water, which fact was reported by the Superintendent of Public Works to the United States Engineer Department. In the report of the war department for the year 1885, it was stated that a survey had been made, the rock located, and an estimate made to to remove this obstruction. This reef, however, still remains a serious menace to navigation, and should be removed at once. In our dredging operations at this point the past season, a bend was put in the channel so as to avoid the rock as much as possible. This, however, is but a temporary makeshift, and will, from its location probably fill up during the coming winter.

It would be impossible to construct a properly shaped channel so as to avoid this reef without a large outlay of money. Nothing having been done by the United States authorities up to this date towards removing this rock, it would seem proper that their attention be called to it again, and in the event of their failure or neglect to do so, an effort should be made to have the Legislature of 1889 appropriate money to remove it at once, since deepening the channel by dredging at this point has increased the dangers to deep-draught vessels, especially to deep-draught propellers.

About 300 feet north of Bogart light a break exists in the government dyke, which break at seasons of high water forms one of the outlets for the water of the Normanskill, thus producing a counter current in the river at this point, and causing large quantities of sand to deposit, which has to be removed nearly every year, and it would, therefore, be far less expensive for the State to close this break at once. It would be well at the same time to raise about 500 feet of the dyke at this place, so as to conform with the height of the Overslaugh dyke adjoining, and prevent overflows at seasons of high water.

Quite a large amount of dredging is required to put the channel between the State dam and the railroad bridge at Troy in good shape,

so as to comply with the requirements of the improvement act; nothing has been done however, on account of lack of funds to complete the work if undertaken.

The State dykes with one exception (that being the dyke one mile south of Castleton) are in a very good state of repairs and all seem to well subserve the use for which they were constructed. The dyke at Castleton needs refilling in several places and a few wale pieces and tie rods require renewing. Small quantities of stone filling are required in the other State dykes in several places, making a total of about 5,000 cubic yards to be placed as follows : One thousand cubic yards at New Baltimore, 1,500 cubic yards at Mull's Light, and 2,500 cubic yards at Castleton. This work ought to be done during the season of 1889, or before the dykes become further injured by ice, which will surely occur unless the dykes are kept well filled.

As per the Hudson river improvement act, the channel this season has been given a depth of ten (10) feet and a width of one hundred and forty (140) feet, between Troy and Albany; and a depth of eleven (11) feet and a width of one hundred and seventy-five (175) feet, from Albany south. This, with the exception of the width of channel below Albany, is substantially as recommended in the report for 1887. I would respectfully renew my recommendation for a channel between Albany and Troy having a width and depth as above, and south of Albany a depth of eleven (11) feet at mean low tide, and a width of two hundred (200) feet. This can be easily maintained with (or after a year or two with less than) the amount appropriated for the present year, and the enormous traffic on the Hudson river would seem to fully warrant such a channel as recommended.

The contract prices for dredging this season have been at fair living rates, the work generally has been performed in a very satisfactory manner, and we have been enabled to cover nearly all the ground contemplated by the Hudson river improvement law. It is believed that much of the channel recently dredged to the increased depth required by this law, will remain in good shape for some years to come, and that a portion of the next appropriation, if any is made, can be devoted to completing the improvement to the channel as contemplated, and making the necessary repairs to State dykes. The low rates for dredging during the seasons of 1885, 1886 and 1887 have not prevailed this season, nor are they likely to in the near future, hence it would seem that the appropriation for the coming year ought to be as large as that of the present.

In my report for the year 1887, attention was called to the dilapidated condition of the United States government dykes, especially

those between Troy and Albany. Nothing has been done since the date of that report toward making any repairs to these dykes, although there is an item in the last river and harbor improvement bill, making provision for some improvements in the Hudson river, and it is hoped that part at least of this appropriation may be devoted to dyke repairs.

With good dykes it would be neither difficult nor expensive to maintain ten (10) feet of water at mean low tide between this city and Troy, and I would therefore renew my recommendation that the Legislature for the coming year, be asked to call the attention of Congress to the condition of these dykes and secure, if possible, their much needed repairs.

As before stated, one of the crying evils of our river improvement system, is the present expensive and insufficient method of disposing of the material dredged from the river channel; it is therefore earnestly recommended that the State purchase, as soon as practical, some sort of plant, which will handle and dispose of this material cheaply and in such a manner and place that the same shall not find its way back into the channel of the river. With good dykes and a proper method of disposing of material dredged from the shoals, the problem of excellent navigation in the Hudson river is one of easy solution.

In closing this report it affords me pleasure to call your attention to a few facts connected with the improvement of the Hudson river for the past two seasons. During the first few months of the season of 1887, two deep-draught propellers owned by one of the towing companies in this city, broke several screw wheels, and were also frequently detained on bars until high tide, but since that time no breakage of wheels, nor a single hours detention to steamers have occurred between Coxsackie and Albany. During the early portion of last season, complaints by navigators and newspapers, regarding the condition of the river channel were very frequent, but since that time, and up to the present, there has been an entire absence of complaints from these sources. Vessels that a few years since were obliged to await high water in order to get to Troy from Albany, have had no difficulty in doing so at any stage of the water this season. Such marked evidences of improvement are certainly very gratifying to all interested in the navigation of the Hudson river, as well as complimentary to all connected with its improvement.

The following table shows amount of disbursements by this department for the year:

Plan for Dredging at the foot of Canandaigua Lake

— and for —

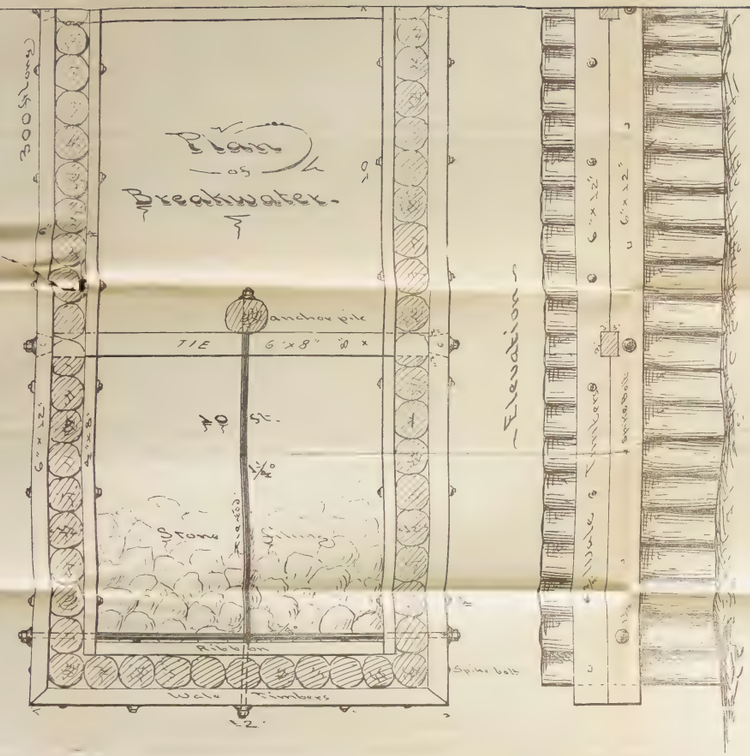
Constructing Breakwater,

— Chap. 192. —

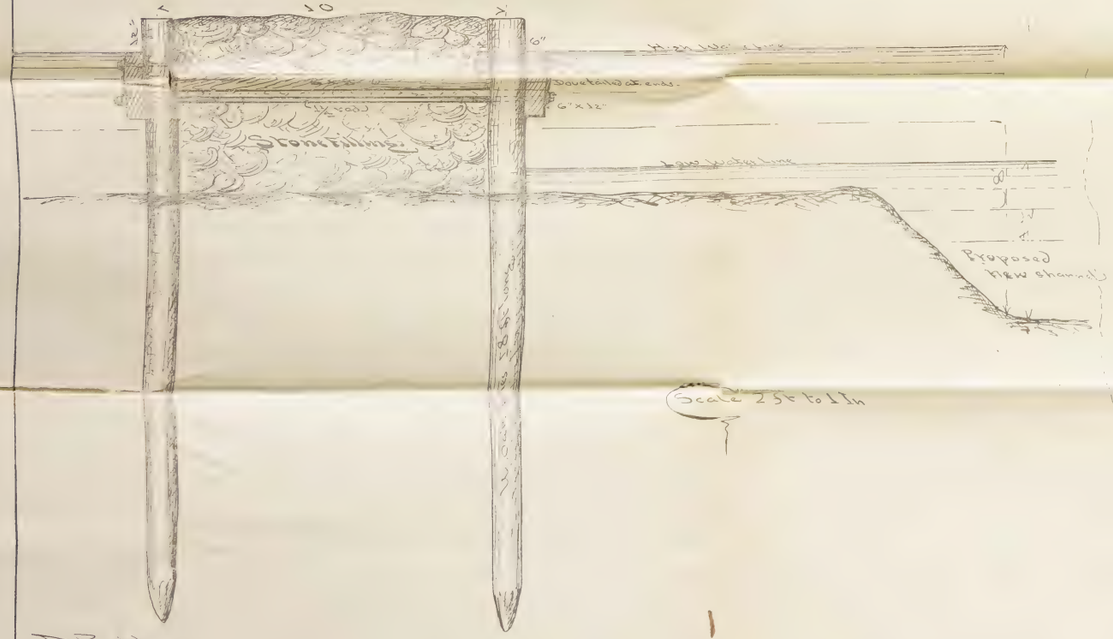
Laws of 1888.

Scale of map 100 ft to 1 inch
Profile 10 ft —
Plan 25 ft to —

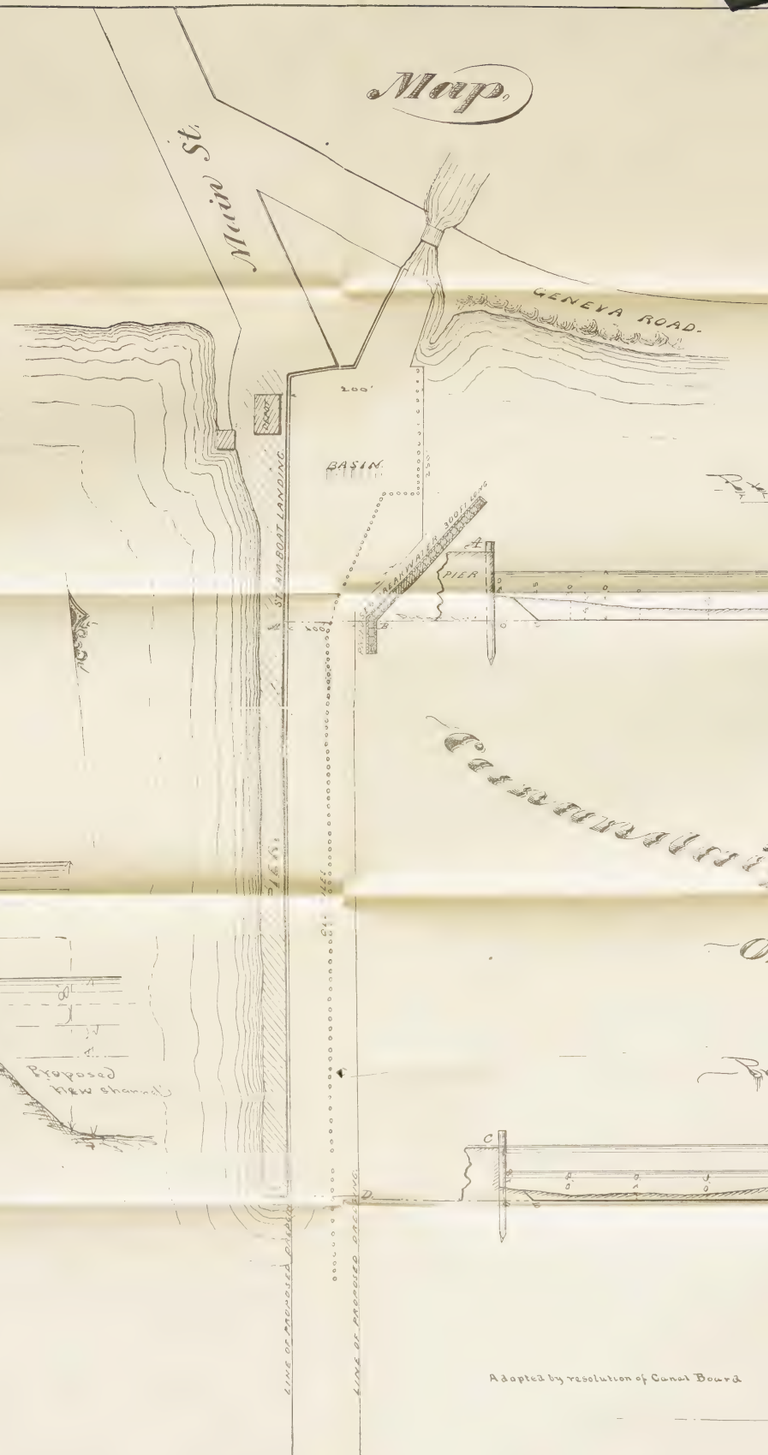
Plan of Breakwater.



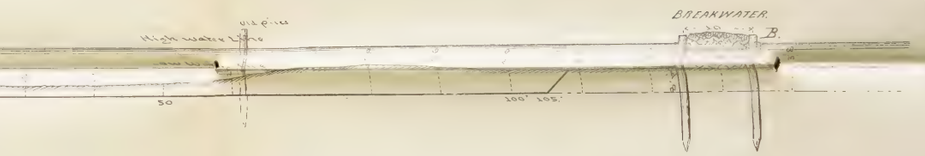
Section.



Map.

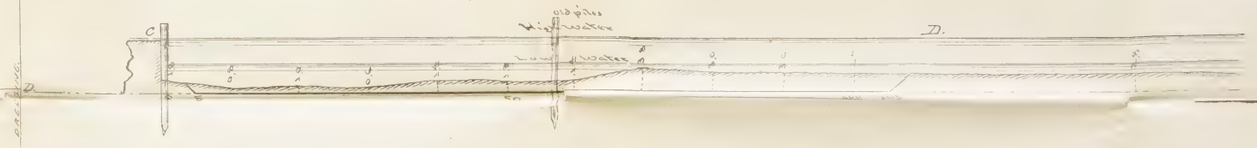


Profile on Line A. B.



Ontario Co.

Profile - on Line C.D. -



Transmitted to the State Engineer & Surveyor July 4th 1888

Dawson Richmond

Division Engineer

Examined and Approved —

John Bogart

State Engineer & Surveyor —

Adopted by resolution of Canal Board

Clerk of Board

STATEMENT OF DISBURSEMENTS BY THE ENGINEERING DEPARTMENT OF THE HUDSON RIVER IMPROVEMENT FOR THE YEAR 1888.

MONTH.	Salaries.	Hotel and travel.	Office expenses, including office rent.	Labor and material.	Telegraph, telephone and postage.	Boat hire.	Total per month.
May	$378 00	$15 68	$35 57	$9 35	.....	$45 50	$484 10
June	702 00	45 40	22 12	1 00	$0 70	66 50	837 72
July	688 00	25 70	18 07	74	75	49 00	782 26
August	729 00	26 40	16 67	60	1 36	49 00	823 03
September	675 00	18 80	23 57	52	.....	45 50	763 39
October	729 00	12 38	23 67	05	41	7 00	772 51
November	509 50	1 54	16 67	.....	.....	.....	527 71
Total	$4,410 50	$145 90	$156 34	$12 26	$3 22	$262 50	$4,990 72

LOCATION, LENGTH, DESCRIPTION, ETC., OF DYKES ON THE HUDSON RIVER BETWEEN TROY AND NEW BALTIMORE.

Port Schuyler dyke, located at Port Schuyler, on the west side of the river, is in part a raised, paved mole and the balance paved shore dyke; was built by the United States government in 1836–37; was repaired in 1866, and is 4,795 feet in length.

Hillhouse island dyke, located three miles north of Albany,* on the west side of the river, is a paved shore dyke, built by the United States government in 1836; was repaired in 1867, and is 2,168 feet in length.

Base island dyke, built by the United States government in 1870, is a crib dyke, located on the east side of the river, three miles north of Albany, and is 5,834 feet in length.

High dyke, located two and one-half miles north of Albany, on the west side of the river, is a double-pile dyke, built by the United States government in 1867; was raised to a height of six feet above mean high water mark in 1874, and is 2,927 feet in length.

Fish house dyke, built by the United States government in 1873, '74 and '77, is a double-pile dyke, located on the east side of the river, two miles north of Albany, and has a length of 3,295 feet.

Pleasure island dyke is a paved shore dyke, located on the west side of the river two miles north of Albany; was built by the United States government in 1839, and is 2,293 feet in length.

Patroon's lower island dyke, built by the United States government in 1870, is a double-pile dyke, located on the west side of the river, one and one-half miles north of Albany, and has a length of 3,420 feet.

Immediately south of the last-named dyke, a single-pile dyke; was built by the United States government in 1876; was 2,200 feet in length, nearly all of which has been destroyed by the ice.

Bath dyke located on the east side of the river one mile north of Albany, is a double-pile dyke built by the United States government in 1870, and is 3,586 feet long.

The foregoing comprise all dykes between Troy and Albany, and all of them are more or less in need of repairs.

Greenbush dyke located on the east side of the river, one-half mile south of Albany is a double-pile dyke 3,086 feet in length, and was built by the State of New York in 1865 and 1866.

From the Jagger Iron Works in the south part of Albany to Bogart island, a double-pile dyke was built on the west side of the river by

* All distances mean from Steamboat square.

the United States government in 1873 and 1874, and has a length of 5,200 feet.

Douw's Point dyke on the east side of the river one and one-half miles south of Albany, is a double-pile dyke, 4,880 feet in length and was built by the United States government in 1868.

Bogart's island dyke, built by the United States government in 1866, is part pile shore dyke and the balance double-pile dyke, is 2,502 feet in length and is located on the west side of the river, two miles south of Albany.

Papscanee dyke, built by the United States government in three sections as follows: Section 1, 1876 and 1877; section 2, in 1877; section 3, 1877, is located on the east side of the river, two and one-half miles south of Albany and the combined length of the three sections is 10,666 feet.

Overslaugh dyke, upper section located north of the Abbey entrance two and one-half miles south of Albany, on the west side of the river, is a paved mole dyke with pile facing, built by the United States government in 1835, 1836 and 1837, and repaired in 1866, and is 4,190 feet in length. This is one of the most important and useful dykes on the river and is said to have cost sixty dollars per lineal foot.

Abbey entrance-dyke, on the west side of the river, is a double-pile dyke built by the United States government, in 1866, is 1,503 feet in length, and connects the upper and lower sections of the Overslaugh dyke.

Lower Overslaugh dyke, on west side of the river, three miles and a half south of Albany, is constructed like the Upper Overslaugh dyke, and was built by the United State government, in 1837, 1838 and 1839; was repaired in 1867 and 1868, and is 4,212 feet in length.

Stone-light dyke, located on the west side of the river, four miles south of Albany, is a double-pile dyke, built by the United States government, in 1867, and is 601 feet in length.

Bear island single-pile dyke, built by the United States government, in 1877, is 1,460 feet in length, and is located on the west side of the river, five miles south of Albany.

Winnie's dyke, located on the west side of the river, five and one-half miles south of Albany, is a double-pile dyke, built by the United States government, in 1869, and is 2,920 feet in length.

Pixtaway island dyke, built by the State of New York, in 1863 and 1864, is located on the east side of the river, five and one-half miles south of Albany, is 2,907 feet in length, the greatest part of which is double-pile and the balance pile-shore dyke.

A single-pile dyke was built, by the United States government, on the east side of the river channel, and was located outside, and about 500 feet distant from the last-named dyke, in 1871. This dyke, as originally built, was 5,709 feet in length, but, at present, only about one-half of it remains, the balance having been carried away by the ice.

Campbell's island dyke, located on the east side of the river, six and one-half miles south of Albany, is a double-pile dyke, built by the United States government, in 1868, is 1835 feet in length.

Cow island dyke, built by the United States government in 1868, is located on the east side of the river, seven miles south of Albany, is part shore and balance double-pile dyke, and is 3,795 feet in length.

Cedar hill dyke, on the west side of the river at Cedar hill, was built by the United States government in 1868, is 4,362 feet in length, and is a double-pile dyke, except a small portion of single-pile at north end.

Between Poplar and Schemerhorn islands, on the west side of the river, seven and one-half miles south of Albany, is a double-pile dyke, built by the United States government in 1873, and is 3,170 feet in length.

Immediately south of Castleton, on the east side of the river, is a dyke built by the United States government in 1869 and 1870, a small portion of which is double-pile, and the balance pile-shore dyke, 2,168 feet in length.

The dyke known as Castleton light dyke, extends from a point 1,200 feet north of Castleton light, southward to Nine-mile tree, which last point is distant nine miles from the Steamboat square at Albany. This dyke was built by the State of New York in 1863 and 1864; is located on the east side of the river, and is a double-pile dyke 2,960 feet in length.

Immediately south of Nine-mile tree, on the east side of the river, is a dyke 710 feet in length, built by the United States government in 1869 and 1870, and is all double-pile dyke, except a small portion of shore dyke at the south end.

On the east side of the river, north of Hellegat, nine and one-half miles south of Albany, is located a piece of pile-shore dyke 876 feet in length, built by the United States government in 1869 and 1870.

Mulls light dyke, located on the east side of the river, ten miles south of Albany, was built by the State of New York in 1866 and 1867, and extended southward in 1872, is a double-pile dyke, 3,628 feet in length.

Shad island dykes, built by the United States government in 1871, are located on the west side of the river, ten miles south of Albany;

are single pile dykes, and were 9,250 feet in length, but a large portion of this length has been carried away by the ice.

Roah Hook dyke, built by the United States government in 1869, is a double-pile dyke, located on the west side of the river about eleven and one-half miles south of Albany, is 1,835 feet in length, and runs northward from Roah Hook light.

Coeymans dyke, located on the west side of the river, immediately north of the dock at Coeymans, is a double-pile dyke, built by the United States government in 1871 and 1872, and has a length of 2,085 feet.

Coeymans middle-ground dyke, located on the middle ground, Coeymans, twelve miles south of Albany, is a double-pile dyke, built by the United States government in 1871 and 1872, extended southward in 1877, was repaired in 1887 and 1888, and is 2,910 feet in length.

Baeren island dyke, on the west side of the river, extends from the dock at Coeymans southward to the north end of Baeren island, is a double-pile dyke built by the United States government in 1871 and 1872, and has a length of 1,580 feet.

Between the south end of Mull's plaat and Coeymans east light, on the east side of the river, eleven and one-half miles south of Albany, is a double-pile dyke, built by the State of New York in 1863 and 1864 and is 2,710 feet in length.

South of Coeymans east light, on the east side of the river, is a pile shore dyke built by the United States government in 1868 and 1869. This dyke is located twelve miles south of Albany, and has a length of 4,170 feet.

New Baltimore west dyke, located on the west side of the river, fourteen miles south of Albany, is a double-pile dyke built by the United States government in 1875 and 1876; was repaired in 1886 and 1887 and is 3,794 feet in length.

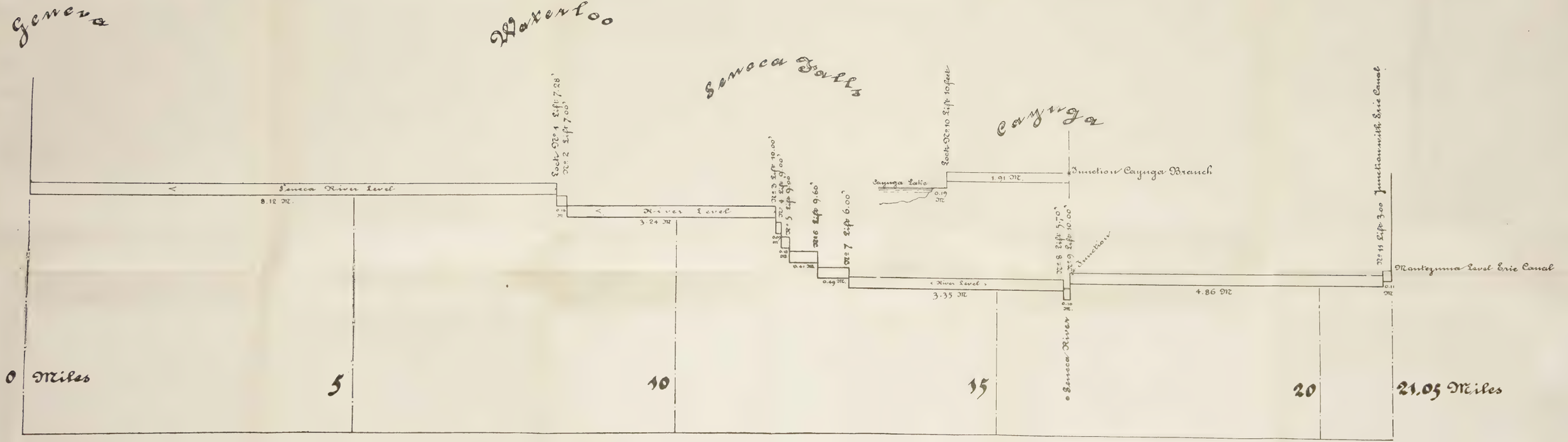
New Baltimore dyke, located on east side of the river and opposite New Baltimore, is a double-pile dyke, built by the State of New York in 1866 and 1867; extended southward in 1885 and 1886; repaired in 1882, 1883, 1886 and 1887, and is 6,470 feet in length.

The foregoing list includes all dykes between Troy and New Baltimore and all dykes of the upper Hudson system. As stated in the body of this report the State dykes are in a very fair state of repair generally, but all of the government dykes, except the New Baltimore west dyke and the Coeymans middle-ground dyke, require extensive repairs.

Profile of the Cayuga and Seneca Canal

John Bogart, State Engineer & Surveyor

1888



Horizontal Scale 1 inch = 1 Mile
Vertical - 1 - = 40 feet

Chub Lake Dam

as found Sept. 6th 1881.
from measurements by
D. Richmond,
Resd't. Engr.

Original Sent to Albany Sept 24/81

Present Dam Built by Lumberman.
167 ft

A

C

B

D

Bulkhead for running logs.

200 ft.

Line Proposed for New Dam.

Creek

Wood Hull

Sketch of

Profile on Line - C-D

Scale 1 in = 20 ft.

Feet

Soot Plank

2" plank

Proposed flushing timber

Section of Dam A-B.

Lumberman's Dam

No filling

New filling

5'-3"

3'-6"

(Floor of Bulkhead 1'4")

Surface of Stream

Surface after Bulkhead gates were cut out by Canal Supt. (Sept. 6. 1881.)

E. End of Dam A.B.

1:1

9:1

30

Crest of Dam.

Surface of Water above dam. Sept. 6. 1881, after Bulkhead gates were cut out

Bulk Head

Floor of B.H.

Traced from Blue print
December
1888

STATE OF NEW YORK.

No. 59.

IN ASSEMBLY,

FEBRUARY 18, 1889.

REPORT

OF THE

EXPERTS APPOINTED BY THE ASSEMBLY TO EXAMINE THE CEILING IN THE ASSEMBLY CHAMBER OF THE CAPITOL.

NEW YORK, *February* 16, 1889.

To the Assembly of the State of New York:

Having been appointed by your honorable body to examine the new ceiling in the Assembly chamber of the Capitol at Albany, and the construction of the same, as required by the contract with John Snaith, dated June 28, 1888, we have the honor to report as follows:

The original contract and specifications and twenty-seven drawings were submitted to us February 6, 1889. Superintendent Andrews stated that these were the original plans upon which the contract was awarded, and that no other plans had been made.

As a matter of fact only three of these twenty-seven drawings were prepared prior to the awarding of the contract. These three drawings are neither signed nor dated, no scale appears on them, and they represent a very small portion of the work required under said contract. The remaining twenty-four drawings, made after the contract was executed, were apparently used in the construction of the work.

On February 13, 1889, after repeated requests for the necessary plans, Superintendent Andrews, Contractor Snaith and Mr. Rowe submitted to us, at different times, twenty-four additional drawings, most of them in pencil; but examination proved that only six of these were

made prior to the awarding of the contract. These additional drawings were neither signed nor dated, and nearly all the drawings are without titles.

The nine drawings which have been identified and sworn to as being originals or copies of the originals, prepared prior to the awarding of the contract, are so vague and incomplete as to render any competitive bids made upon the same useless as estimates of the value of the work. Yet in June, 1888, the committee received six proposals ranging from $270,150 to $286,340 for doing the work according to the original plans and specifications. If these were *bona fide* proposals, the bidders must have had submitted to them plans which we have been unable to obtain. We are doubtful as to the *bona fide* character of these bids, and suggest that a rigid investigation on this line is desirable.

The specifications are general in character. They are not adequate for the purpose unless accompanied by complete, clear and carefully prepared drawings.

We find that in direct violation of the act authorizing this improvement (chapter 582, Laws of 1888), material changes have been made in the construction from the requirements of the original plans and specifications, without the written consent of the committee, namely:

(*a.*) The iron construction of the ceiling, as erected, is entirely different from that described in the specifications, and, so far as we can ascertain from the insufficient data, it contains considerably less material than was required by the plans and specifications referred to in the contract; neither has the iron been painted as required.

(*b.*) The plans prepared prior to the execution of the contract, and the sworn evidence, call for a ceiling of 768 panels, whereas one containing but 396 panels has been constructed. This change from the original ceiling of 768 panels considerably reduced the cost of this portion of the work.

(*c.*) According to the plans eight pilasters of cut stone were to be properly lengthened and capped to correspond with the granite columns. Uncapped and, therefore, unsightly extensions have been made instead.

(*d.*) The wood-work of the ceiling does not correspond with the specifications in not being entirely of quartered oak. It is not first-rate cabinet work, nor has it received the finish required by the specifications.

(*e.*) The specifications require either flat panels of quartered oak properly glued up, or vaulted papier maché panels, as may be directed by the superintendent. This vaulted form as constructed is wholly

unsuited to wood, but perfectly proper in papier maché, and costs per panel more than flat, plain quartered oak. A properly decorative treatment of these vaulted papier maché panels should have been adopted instead of its present imitation of oak. The specifications permit the use of papier maché in the panels of the ceiling only; wherever else it has been used it is not proper nor in accordance with the specifications, and it should be replaced with quartered and carved oak by the contractor.

We have examined and made an exhaustive chemical analysis of the material of which the panels are composed. We find that it may be fairly called papier maché. It is used by architects and builders under that name, and it is eminently suited for the vaulted panels.

The statements in the certificates furnished monthly by Superintendent Andrews, upon which payments were made to the contractor (as set forth in Assembly Document No. 44) are incorrect. Many items in these monthly statements are excessive both as to quantities and prices, in some cases being more than double the actual amounts furnished. The sum total of these monthly statements, as certified to by Superintendent Andrews, is $288,828.85, whereas the total amount of the contract is only $270,150. Under the contract twenty per cent should be retained from Mr. Snaith until his work is accepted. Only $39,086.91 has been retained instead of $54,030. The contractor has therefore received on account to date $14,943.09 more than he is entitled to until the work is accepted.

We are wholly unable to ascertain the source of these monthly statements or how the data were obtained upon which they were based. Superintendent Andrews testified that the data came to him through Mr. Rowe from Contractor Snaith's books. Mr. Rowe testified that he had nothing to do with making them up. Contractor Snaith testified that they were furnished from Superintendent Andrews' office, that he had never examined them, and signed them only for the purpose of getting his money. Neither Superintendent Andrews nor Mr. Rowe, according to their testimony, have ever measured up or verified any of the quantities or prices, nor have we been able to discover that any measurements or calculation of quantities have ever been made on the work, under this contract, either for the preliminary estimate, an estimate in progress, or a final estimate.

What the actual value of the work proposed by the original plans and specifications may have been, we have no sufficient means of ascertaining, on account of incomplete data; but we find that the value of the total work actually done under this contract does not exceed $165,000. This estimate is based on an examination of the

plans of the work as constructed, the specifications as furnished to us, the description of the work done as given by Superintendent Andrews, Mr. Rowe, Contractor Snaith and Mr. Sinclair, and our examination of the work itself. In this estimate of $165,000 liberal allowance has been made for all risks, contingencies and profits.

You have asked us to examine and report specifically on certain questions.

We submit each question with our answers thereto:

First. "Has the present ceiling been constructed in all respects in accordance with the plans and specifications?"

Answer. No.

Second. "What would be the cost of said ceiling if quartered oak were substituted in place of papier maché?"

Answer. We estimate that a ceiling entirely of quartered oak, similar to the present one, but substituting the plain, flat panels shown on the original plans for the vaulted ones, would cost practically the same as the present ceiling of oak and papier maché.

Third. "What would be the cost for constructing a proper carved ceiling, in accordance with the plans adopted for the building of the present ceiling, in case carved oak was substituted in these specifications in place of quartered oak or papier maché?"

Answer. We understand this question to mean, what would be the cost of a ceiling exactly like the present one if carved oak were used instead of papier maché? The construction of such a ceiling was never contemplated by the plans and specifications. The only alternative allowed under the specification is a substitution of vaulted papier maché panels for the flat, plain, quartered-oak panels shown on the plans. This question, therefore, has no bearing on the present case, but as it has been asked we answer, that it would cost from $60,000 to $70,000 more than the present ceiling.

Fourth. "That said committee further investigate and report on any other matter pertaining to the building of such ceiling they may deem material, and also if the article papier maché as used in this ceiling is proper and first-class material?"

Answer. As already stated, we consider the material may be properly called papier maché, and that it is first-class and suitable as used in the vaulted panels, but that it should not have been used elsewhere in the work.

In view of the facts above stated, we think that no further payment should be made on the contract until the whole matter is finally investigated. We think that the contractor should be required

to replace the spandrels and all other papier maché in the ceiling, except the vaulted panels, with quartered and carved oak, as required by the specifications. The cost of such replacement would be about $10,000. We furthermore think that at least $10,000 should have been deducted from the contract price for the changes in the iron work, the substitution of the present ceiling of 396 panels in place of the original ceiling of 768 panels, and for the other omissions above stated.

Finally, we would call the attention of your honorable body to the extraordinary fact that not a single professional name appears on any of the plans or papers submitted to us, and that the entire charge of a work of this importance was placed in the hands of a committee necessarily inexperienced and unfamiliar with such matters, in connection with a superintendent who frankly acknowledges his own incompetence.

ARCHIMEDES RUSSELL,
Architect.

ALBERT H. CHESTER,
Chemist.

CHAS. B. BRUSH,
Civil Engineer.

STANFORD WHITE,
Architect.

New York, *February* 16, 1889.

To the Assembly Appropriation Committee, Hon. D. E. Ainsworth, *Chairman, Albany, New York:*

Gentlemen.— Inclosed please find our report in relation to the matter of the ceiling of the Assembly chamber.

We respectfully request you to have the same properly presented.

We hand you herewith:

Analysis made by Professor Chester of the papier maché used in the ceiling.

The sworn testimony of Superintendent Andrews, Mr. Rowe, Mr. Snaith and Mr. Sinclair.

Also the statement of Mr. Cuyler.

Seven plans obtained from Commissioner Perry's office relating to the condition of the Capitol prior to Mr. Snaith's contract.

Also, the following data obtained from the office of Superintendent Andrews:

Fifty-one plans relating to Mr. Snaith's contract.

Eleven photographs of Mr. Snaith's work in progress.

Six original bids presented in June, 1888, to the committee.

In reply to your inquiry, as to whether the changes made in the ceiling have endangered the large, iron, gable roof of the building, we would say, that we have seen nothing in our examinations to indicate any cause for anxiety on this point. A thorough report on this question will require considerable time and necessitate an expense in detailed investigation which we have not felt authorized to incur.

Respectfully submitted.

ARCHIMEDES RUSSELL,
Architect.

ALBERT H. CHESTER,
Chemist.

CHAS. B. BRUSH,
Civil Engineer.

STANFORD WHITE,
Architect.

HAMILTON COLLEGE:

DEPARTMENT OF CHEMISTRY AND MINERALOGY,
CLINTON, ONEIDA COUNTY, N. Y., *February* 12, 1889.

To the Advisory Committee on the Assembly Ceiling Contract, Mr. RUSSELL, *Chairman:*

GENTLEMEN.— In order to ascertain exactly the composition of the so-called papier maché of the Assembly chamber ceiling, three small pieces were cut from two of the panels, and the material so obtained was subjected to analysis.

The paint, oil and other coloring matter was cut from both sides, and the resulting white, plaster-like material was carefully pounded to break it away from the burlaps that is used to strengthen it. A sample of this — a very coarse bagging of tow or jute, and made expressly for this work — is herewith submitted. The analysis of the white material resulted as follows:

	Per cent.
Anhydrous sulphate of lime	72.56
Alumina	0.71
Organic matter and water	26.07

The organic matter consists of a mixture of wood pulp and dextrin, while the alumina probably results from the addition of a little alum. The original mixture was probably about eighty per cent of ordinary plaster of paris, twelve to fifteen per cent of wood pulp, and the remainder, dextrin mixed up with alum water.

A piece of the sample panel, submitted by Mr. Sinclair as papier maché, such as he would furnish for the job, was also analyzed and found to be the same material, namely, a mixture of plaster of paris, wood pulp, dextrin and alum water, in essentially the same proportions.

ALBERT H. CHESTER, E. M., PH. D.,
Professor of Chemistry.

STATE OF NEW YORK.

No. 60.

IN ASSEMBLY,

FEBRUARY 18, 1889.

REPORT

OF

ST. JOHN'S PROTECTORY, BUFFALO, N. Y.

OFFICE OF ST. JOHN'S PROTECTORY,
BUFFALO, N. Y., *February* 16, 1889.

To the Honorable the Legislature of the State of New York:

The "Society for the Protection of Destitute Catholic Children at the city of Buffalo," respectfully submits the following statement of the net receipts and expenditures for the fiscal year ending September 30, 1888; also a statement of the number of children received and dismissed during the same time. All of which is respectfully submitted.

REV. NELSON H. BAKER,
Superintendent.

RECEIPTS.

Cash on hand September 30, 1887	$389 69
Cash received from eleven counties	4,074 20
Cash received for children's support	1,156 23
Cash from donations and the Association of Our Lady of Victory	18,703 90
Cash received from all other sources	971 27
Total receipts	$25,295 29

Expenditures.

On buildings and improvements	$10,453 98
On general indebtedness	5,309 08
For interest and repairs	1,614 38
For provisions and supplies	3,347 52
For fuel and lights	1,347 12
For clothing and dry goods	612 21
For drugs and medicines	53 75
For furniture	169 81
For salaries	487 25
For all other purposes	1,443 94
Cash on hand September 30, 1888	456 25
	$25,295 29

Number of boys on hand October 1, 1887	100
Number of boys received during the year	132
Total number at some time in the institution during the year	232
Number of boys dismissed, returned to their friends, or placed into homes during the year	123
Remaining on hand September 30, 1888	109
Total	232

STATE OF NEW YORK.

No. 61.

IN ASSEMBLY.

FEBRUARY 18, 1889.

COMMUNICATION

FROM THE

MAYOR OF THE CITY OF NEW YORK IN REPLY TO A RESOLUTION OF THE ASSEMBLY, RELATIVE TO THE POWERS AND DUTIES OF COMMISSIONERS APPOINTED BY BOARDS OF SUPERVISORS OF COUNTIES OR MAYORS OF CITIES.

MAYOR'S OFFICE,
NEW YORK, *February* 16, 1889.

To the Assembly:

In pursuance of a resolution passed by your honorable body requesting me to submit my views to your House upon a bill introduced by Mr. Hamilton, entitled "An act relative to the powers and duties of commissioners appointed by boards of supervisors of counties or mayors of cities, pursuant to chapter 606 of the Laws of 1875," I have the honor to lay before you the conclusions to which I have come upon the subject, not only in appropriate response to your invitation, but also as an official protest that I feel it my duty to make against the enactment of a measure which I am satisfied is inimical to the best interests of the people of this community and assails public rights which I am appointed to guard.

The bill in question, although general in form and purporting to provide a general method of procedure for remedying defects in the charters of railroad corporations organized under the so-called Rapid Transit Act of 1875, is avowedly introduced and its enactment advocated for the purpose of giving corporate life to the New York Cable

Railway Company. Its provisions are carefully framed to meet all the objections which the Court of Appeals has declared to be fatal to the validity of the charter of this company, and additional and most important powers, not expressed in the Rapid Transit Act of 1875, are contained in the bill, which give to a corporation defectively organized under the original act and seeking the remedies which the bill in question is intended to afford, advantages superior to those it would have enjoyed had no error been committed, and larger than those which other companies, properly organized under the same original act, would be entitled to claim. It therefore places a premium upon carelessness and invites and rewards the violation of the law.

It is not known that another case exists to which this bill can apply, nor is it probable, with the thorough judicial examination and construction the Rapid Transit Act has undergone, that one is likely to arise in the future. Its promoters make no disguise of the fact that this legislation is sought solely for the benefit of the New York Cable Railway Company, whose counsel and advocates alone have appeared before your committee on railroads asking for its enactment, and who have drafted the bill in its present general form in order to evade, if possible, the provisions of section 18 of article 3 of the Constitution of this State, which forbids the Legislature from passing a private or local bill granting to any corporation, association or individual the right to lay down railroad tracks, and requiring the Legislature to pass general laws for such purpose.

This constitutional provision was adopted by the people to prevent the continuance of the evils growing out of a form of special legislation which was becoming alarmingly prevalent, under which valuable franchises were given away without the consent of the people whose interests were immediately affected by the exercise of such franchises and without due regard for the protection of such interests. The bill in question is none the less special legislation because it is general in form. It must be judged by its substance, and as its general form is a conceded device to secure apparent conformity to the letter of the Constitution while violating its spirit, the conclusion is inevitable that the measure, upon the facts before your honorable body, violates the Constitution, which we are in common sworn to support.

Against the proposed disregard of constitutional safeguards, especially devised for the protection of great cities like this, I deem it my duty to make a most earnest remonstrance.

I consider the bill further objectionable for the reason that it violates the policy of the State relative to the organization and operation of street surface railroads.

Chapter 252 of the Laws of 1884, commonly known as the General Street Surface Railroad Act, expressly prohibits the construction of any such railroad "to run in whole or in part upon the surface of any street or highway under the authority of any commission appointed under the provisions of chapter 606 of the Laws of 1875" (the Rapid Transit Act). The scheme of the New York Cable Railway Company involves the construction of seventy miles of railroad in this city, of which seventeen miles are to be elevated, and *fifty-three* miles *on the surface.* Under neither of these two general laws could such a road be constructed. It is the settled policy of the State that these two kinds of railway construction, so different in the purposes they are to serve, shall be constructed and operated by companies differently organized, and under different limitations and obligations to the public. The bill in question sanctions a complete departure from this policy in the interests of a single corporation, and for the profit of its stockholders confirms in its grasp franchises of enormous value unattainable under the law by any other corporate body in the State.

Again, I am impelled by a sense of duty to the people whom I represent, to direct your attention to the dangerous violation of fundamental principles of free government which legislation of this character involves.

Nor is this all. The Legislature of this State for the further assurance of adequate compensation to the public, in return for the grant of street railway franchises, passed a law known as chapter 642 of the Laws of 1886, commonly described as the Cantor Act, which requires such franchises to be sold at public auction to the bidder who will agree to give the largest percentage per annum of the gross receipts derivable therefrom, which, in the case of street surface railways, is to be in addition to the percentages upon such receipts which the General Surface Railway Law requires to be paid.

The enactment of this law was demanded by public opinion in this city to insure an adequate return for valuable franchises granted to private corporations in the public streets.

The bill before you operates to except the seventy miles of railway of the New York Cable Railway Company from the provisions of this act, and places within the reach of one corporation a franchise of enormous value for which the five per cent per annum on its gross receipts, required by the General Street Surface Railroad Act of 1884, is an insignificant and utterly inadequate return.

I fail to perceive any justifiable reason for excepting this corporation from the provisions of a law framed for the public benefit and to which all street railway companies organized since the act was

passed, or that may be hereafter organized, are and will be subject; and I must earnestly protest on behalf of the people of this city against the invasion and deprivation of their rights contemplated by this bill, which, in the case of a single private corporation, and for the promotion of the fortunes of its corporators, works to suspend the operation of a general statute framed and enacted to secure an adequate return to the public proportioned to the value of the franchises granted.

For these reasons, I am constrained to express a most emphatic disapproval of this legislation which thus unjustly diminishes a large and important source of revenue to this city, and which in its method is so false in principle as to make it irremediably obnoxious, and to render it for the future a most dangerous precedent.

What is the claim of the New York Cable Railway Company to the consideration of the Legislature, and what is its history?

On November 30, 1883, the mayor of this city, acting under the provisions of the Rapid Transit Act of 1875, appointed five commissioners to determine whether there was a necessity for a steam railway or railways for transportation of passenger, mails or freight in the city of New York, and to exercise the other powers conferred upon commissioners so appointed by the Rapid Transit Act.

These commissioners located twenty-nine routes, covering upwards of seventy miles of the streets of this city, and the road so laid out was to be constructed as an elevated one for seventeen miles, and as a surface railway for fifty-three miles. Of the entire twenty-nine routes only eight received the unanimous vote of the commission; the other routes were adopted by three affirmative against two negative votes. Before the final adoption of the articles of association to be prepared by the commissioners under the act, embracing the entire twenty-nine routes, three of the commissioners resigned, and the vacancies so created were filled by the mayor.

The new commissioners, shortly after assuming their offices, were informed that the time had expired within which any of such routes could be abandoned or changed, and that they had no power to withhold from the company to be organized by them, authority to construct a railway on any of such routes. While therefore proceeding to complete the organization of the company, these commissioners were careful to have spread upon the record of the proceedings of the commission their disapproval of the manner in which the routes had been located and their objection to conferring such extensive powers upon a single corporation.

This extraordinary circumstance, therefore, appears : that a majority of the commission as finally constituted was opposed to the grant of powers contained in the charter of the Cable Railway Company, which they were then engaged in organizing, and only voted to complete the proceedings and organize the company with the desire not to defeat so much of the scheme as might be found to be meritorious, and with the expectation that the courts and the people would limit the company, as they expressed it, "within the bounds of propriety and public need."

In adopting the routes claimed by this company the commission acted in many cases in disregard of plain provisions of the statute, and routes were located upon streets and avenues which the statute had excepted and forbidden to be used for such purpose.

The results of their work were received by the people of this city with the gravest dissatisfaction. Property-owners along the routes refused to give their consent to the construction of the road, and the company accordingly obtained the appointment of three commissioners by the Supreme Court, whose consent, if given and confirmed by that court, was to stand for that of the property-owners. These commissioners, Messrs. Pelton, Traphagen and Crane, reported favorably upon all the routes except that on the Boulevard, which had been withdrawn from their consideration by the court. This report was made against the protests of property-owners, the objections of the mayor, the counsel to the corporation and officers of the fire department, the health department, the police department and the department of public works, on the ground, among others, that the construction of such a road would be prejudicial to the health, comfort and safety of the people. The General Term of the Supreme Court refused to confirm the report, for grave errors and violations of law committed by the rapid transit commission which, in the opinion of the court, annulled their action, and by reason of which the New York Cable Railway Company had failed to become a corporate body. This decision was affirmed by the Court of Appeals, and the New York Cable Railway Company, so called, stands before you at best a mere voluntary partnership or association of individuals, without having now or having ever had any corporate existence. The location of routes which its promoters had sought was swept away and the entire action of the rapid transit commissioners was adjudged to be a nullity. In this vigorous conflict between the municipality and its people on the one hand and those who were seeking to take possession of several miles of the public streets for their personal

profit on the other, the public rights were vindicated and sustained by the judiciary.

A large amount of testimony was taken on both sides, before the rapid transit commissioners, as well as before the Supreme Court commissioners, relative to the inconvenience and injury to public interests which would be occasioned by the construction of this road, involving as it does the excavation of the streets, the building therein of subterranean chambers of considerable depth and width for the accommodation of machinery and cables and the consequent interference with pipes, sewers and other contrivances maintained for the use of the public and essential to the habitability of the city. The evidence of the city officers having cognizance of the public works or functions unfavorably affected by this road was strongly adverse to its construction.

The chief engineer of the Croton aqueduct testified that it would require a rearrangement of the system of water-mains and sewers in order to accommodate them to the cable railway system, at an expense of from two to five millions of dollars to the city.

Mr. Justice Daniels, in the course of his opinion, given on the refusal of the General Term of the Supreme Court to confirm the report of the commissioners, after calling attention to the cogency of the evidence which had been adduced showing that the construction and operation of this road would be prejudicial to the public health, safety and convenience, sums the matter up as follows: "Upon these subjects very reliable evidence was taken by the commissioners, and even if it should not be determined at this time that the facts referred to have all been fully established, it still leaves the matter in too much doubt to justify an order of this court which would devote this large number of streets of the city to the construction of railways which at the present time are, to say the least, to a great extent experimental. It may be that in the progress of improvements which shall hereafter be made, some of these objections will be deprived of their force and effect. But the public certainly should not be obliged to take the risk of these chances, and in the meantime be required to submit to the devotion of so many of the streets of the city to this object. Increased facilities through the city are undoubtedly required, but when they are adopted they should be of that description which will surely afford to the public the conveniences which have become essential to their movements as well as prove reasonably healthful and safe. This invention has not yet attained that state of certainty that will render it probable that these objects can be secured by means of its adoption and use.

"If but one line were proposed to be made passing between no very distant points of the city, these objections would be less cogent in their character than they are to the present scheme, which proposes to appropriate several of the north and south, as well as many of the easterly and westerly streets of the city. *There is too much of the plan to justify an order in any view that can be taken passing these streets over to the control and use of the petitioner for the purpose of railways of this description, even if the law itself, upon a proper construction of its language and provisions, would permit that to be done.*"

This is the testimony of an impartial judgment intelligently exercised upon the evidence and argument of both sides, and is, therefore, worthy of the highest respect and entitled to great weight.

Considering the very serious damage to the streets and the city's property which must result from the construction of this road, it would not have been unreasonable to expect some provision in such a bill as this for securing the public against loss from interference with its property in the course of such construction. In incorporating the New York Arcade Railway Company, the Legislature required it to execute a bond with sureties to the mayor of this city, for not less than two nor more than three millions dollars, as an indemnity against damages and injury to public and private property sustained by reason of the construction of the road.

The bill now before you makes no provision of this kind, and its failure to afford sufficient guarantees for the protection of the public interests is in harmony with the purely personal motives of private advantage which have distinguished this scheme from its inception, and which are actually now urged as the principal reason for the enactment of this law. I am informed that one, in fact the principal, reason assigned in justification of this legislation by those who are promoting it is, that the persons interested in this company have spent a large amount of money in connection with its attempted organization and the proceedings which have attended the effort to give it corporate existence. I am not prepared to believe that the Legislature of this State will allow such an argument to prevail upon it to enact a measure which, as I have shown, violates the principle of at least two public statutes of this State, framed and enacted upon considerations of public policy. The public have rights, and it is a sound principle of government as well as of law that such rights, when they conflict with personal interests, should be sustained as paramount.

The argument advanced that this particular scheme is essential to the demands of the people for increased railway facilities is unsound and illusory.

Two methods now exist by which such demands may be satisfied. Under the Rapid Transit Act of 1875, it is open to fifty house-holders and taxpayers in this city at any time to apply to the mayor for the appointment of five commissioners to determine upon the necessity of a steam railway or railways for the transportation of passengers, mails or freight. It thereupon becomes his duty to make the appointment, and if such commissioners determine that the necessity exists, they are then authorized to lay out the routes and organize a company for the purpose of operating the road.

Under this statute such additional elevated railways as may be needed in this city can be constructed except upon such thoroughfares as are expressly excepted by the act.

Under the General Surface Railway Act provision is made for the organization of street surface railways.

The enactment of this bill, therefore, is not needed to supply this city with the means of securing rapid transit or any other additional facilities for street transportation, and the argument which attempts to supply a public reason for this legislation is therefore without support. But there is a further and most serious objection to this bill. Should it become a law it would prove a formidable obstacle to the formulation and execution of a comprehensive scheme of rapid transit for which there is great need in this city, and which is now receiving my best consideration.

The location of the large number of routes involved in the Cable Company's system through some of the most important streets and thoroughfares in this city would be urged as establishing a preferential claim by that company for their construction and use which would seriously add to the difficulties already attending the solution of this difficult problem.

It is not claimed that the cable system will give the people rapid transit in the sense in which it is understood in this city. It can therefore serve only to impede that result by claims in favor of the cable system upon thoroughfares the use of which would be essential to the structures, either elevated or underground, which would be required for a system of rapid transit adequate to the needs of the public.

For this reason, if for no other, the public interests call for a vigorous protest against this proposed law. But there are features in this bill which seem intended to provide for an expansion of the powers of this corporation which would make the latter one of the largest, most valuable and dangerous monopolies in the State.

Not only does it apparently legalize a very large number of routes established in violation of prohibitions contained in the Rapid Transit Act, and which as to all other corporations organized under its terms will continue in force, but it sanctions changes of plan and extensions of routes by the common council without the safeguards of a preliminary investigation of the necessity for the same by commissioners appointed for the purpose, as the Rapid Transit Act prescribes, and without restriction as to the streets or avenues which may be used for this purpose. Should the bill become a law, the New York Cable Railway Company will possess a potentiality of almost indefinite expansion. That a great private corporation should gain the control over a large part of the streets and avenues of a great city like this, with the powers of expansion which the scheme of this bill would seem to authorize, is a menace to the best interests of the community and contrary to the policy of the State.

That it is proposed to secure the passage of a bill conferring these extraordinary and exceptional powers and franchises for the benefit of but one corporation proceeds upon such a reckless disregard of the dictates of sound legislative policy as well as of the constitutional rights of the people as to justify a most vigorous resistance.

A great speculation, in its effort to grasp extensive powers and obtain from the public franchises of enormous value without adequate compensation in return, has overreached itself and failed through its disregard of the laws of the State. Its promoters have for years been appealing to the Legislature for corporate life and a confirmation of the privileges they attempted to secure, but their efforts have so far been successfully resisted.

What seems to be a final and supreme effort is now being made to secure what has been so often denied. I have, therefore, felt it to be my duty to present the matter for your consideration as fully as the nature of such a communication as this would admit.

I believe that public opinion in this city is most strongly opposed to the revival of this scheme which excited, at the time it was initiated, a wide-spread feeling of protest and indignation.

Franchises of such enormous value that their worth is computable only in millions of dollars are to be bestowed upon this private corporation practically as a gift, as the percentage of the gross receipts proposed to be given is utterly inadequate compensation.

For this reason, if there were no others, I should feel it my duty to oppose this measure, but when it is combined with the other objections I have urged, I am impressed with the conviction that the duties of

the office I fill involve no greater responsibility than that under which I rest to strenuously resist the accomplishment of a scheme which so seriously imperils the most important interests of the million and a half of people who inhabit this city, and which can only be fitly characterized as a proposed act of spoliation.

HUGH J. GRANT,
Mayor.

STATE OF NEW YORK.

No. 62.

IN ASSEMBLY,

FEBRUARY 20, 1889.

REPORT

OF THE

SUPERINTENDENT OF STATE PRISONS IN ANSWER TO RESOLUTION ADOPTED BY THE ASSEMBLY, FEBRUARY 7, 1889.

OFFICE OF THE SUPERINTENDENT OF STATE PRISONS,
ALBANY, N. Y., *February* 16, 1889.

To the Honorable the Assembly of the State of New York:

I have the honor to acknowledge the receipt of the following resolution, to wit:

Resolved, That the Superintendent of State Prisons report within ten days to the Assembly the effect of the legislation of July, 1888, upon the condition, mental and physical, of the prisoners in the various prisons affected thereby, and that he include in said report a statement from the warden of each State prison, giving the effect of such legislation upon the prisoners under his charge.

Also, as to the manner in which such law has been carried into effect, and in what occupation and to what extent such prisoners have been employed, and what efforts, if any, have been made to fully comply with the provisions of said act.

Also, what clothing and necessary supplies have been furnished to the several institutions supported in whole or in part by the State, and the manner in which such clothing and necessary supplies have been manufactured; and be it further

Resolved, That the said Superintendent report also the proportion of prisoners in his charge who are or can be supplied with work under the existing law.

By order of the Assembly.

C. A. CHICKERING,
Clerk.

In reply I beg leave to say that very little that is novel may now be added to the testimony which has hitherto been presented by the Superintendent relative to the effects of idleness upon the prisoners. A few months more of experience, however, confirms all former experience, whether it was in the prisons of New York or elsewhere, under similar conditions. The matter of the condition of the men who are imprisoned in the State prisons is so grave, and one which so deeply touches the good name, even the Christian character, of the people of the State, that some conclusive evidence upon the questions asked in the above resolution should be briefly and plainly presented, viz.:

The immediate, necessary and inevitable result of the act passed in July, 1888, respecting prison labor, is to doom the great majority of the men incarcerated in the State prisons to idleness and to close confinement in their cells, except so far as this is mitigated by the painstaking care and humane efforts of the wardens and keepers in providing exercise and occasional out-of-door labor for such men.

The apparent scope of the resolution adopted by the Assembly covers all "the penal institutions of the State," for all these are included in the provisions of the act of 1888 by its express terms; and all such institutions "are affected thereby;" for every penal institution whose population is condemned to idleness will be injuriously affected thereby. But none of these penal institutions, beyond the State prisons, are in any way within the jurisdiction or the cognizance of the Superintendent of State Prisons. And what may be said herein of the effects upon the mental and physical condition of the prisoners will be understood to refer exclusively to those in the State prisons.

During the past four years there has been idleness among the prisoners to a greater or less degree, in spite of the special exertion of the administrators of the prisons to avoid such a result. From the beginning of such compulsory idleness the reports of the prison officers respecting its effects upon the physical, mental and moral state of the idle men have been emphatic and admonitory. The prison officers, who saw the effects of this destructive idleness upon the unfortunate men, have been very deeply moved, and their sympathy has been excited.

The act of 1888 was more sweeping than any that had hitherto been passed. It caused the suspension of the industries, and made idleness the general rule in the prisons; so the evils of idleness are very largely increased. What these are were stated with some fullness in the last annual report of the Superintendent to the Legislature.

They have not diminished in their extent or their gravity since the end of the last fiscal year. The effects of the idleness now prevailing are recited in the special reports made by the wardens, which are annexed to this communication.

The Superintendent wishes to say that the reports of the wardens are supplemented and emphasized by the reports of the physicians and the chaplains of the prisons, as well as by the testimony of the keepers. For four years all such reports have had one tenor when they have touched this topic. The evidence is the same; the effects of idleness are the same; the remonstrance against this lamentable condition of the idle inmates has been the same. The annual reports of the Superintendent have contained cumulative proofs of the destructive effects of this enforced idleness on the men.

Whosoever may care to more thoroughly study this question is respectfully invited to examine the spontaneous and sympathetic statements of these officials, who have recorded, in the discharge of their official duty, their personal observation of the effects of such idleness. All the prison wardens, physicians and chaplains have concurred in declaring the uniformity of bad results since the condition first began in a limited way with changing conditions of idleness and labor. They all concur to-day. The petitions for relief have been constant. Are not these men competent witnesses and are they not trustworthy? Then the case is fully made out, for no opinion about labor in the prisons or its effects upon free labor can contradict and overthrow this positive evidence of personal observers as to the effects of the suspension of work in the prisons and the consequences of permanent idleness in a body of imprisoned men.

In view of the eminent gravity of the condition which exists, and in behalf of the unfortunate men imprisoned, whose sole relief must be found in legislation, I shall be permitted to add a word further. Our experience in our State prisons is precisely like that in all other prisons. No prison administrator has ever been able to successfully cope with idleness in a prison. Howard made *diligence* the corner-stone of prison discipline and the parent of honest motives and honest character. Montesinos, the noted Spanish prison administrator, forty years ago declared that he sought how "to extricate the bane of idleness" in the prisons he managed. By humane treatment and wisely organized labor, Captain Maconochie transformed an English penal colony from "a hell upon earth" to a peaceful and prosperous industrial establishment. Shall all past experience and all present facts which touch the core of this question be discarded or ignored? Then the evil, the mischief, the wrong and the shame will be perpetuated.

Upon the passage of the act of July, 1888, all motive power machinery was stopped in the State prisons and all operations for the prosecution of industries were terminated. As extensive idleness was the result, the Superintendent and other State officials charged with duties by the law proceeded to take every practical step to inform all the State institutions which might require supplies of their position and obligation under the law, in order that requisitions upon the State prisons should be as speedy and extensive as possible, and thereby furnish employment for the idle prisoners. A list of the "institutions supported in whole or in part by the State" was procured by the Superintendent from the Attorney-General; to each one of them a copy of the law was sent, together with a circular letter as follows, viz:

August 8, 1888.

To the.....of the.....

GENTLEMEN.—The Attorney-General has decided that..... ..... is one of the institutions referred to in section 2 of the inclosed law as "institutions supported in whole or in part by the State." That I may be informed as to what articles should be manufactured in order to carry out the provisions of the act, I write to ask if you will kindly advise me what "articles are commonly needed" in said institution "for clothing and other necessary supplies," for which you will make requisition on the Superintendent of Prisons as provided in said law, and also the quantity required annually.

Respectfully.

AUSTIN LATHROP,

Superintendent of State Prisons.

And the State Comptroller also had communication with each of said institutions and furnished it with the proper blanks, etc., as directed by law.

Besides these steps, a representative of the State prison management visited each of the State institutions which was held subject to the law and to be required to make requisitions for supplies, so as to learn more exactly their needs, to insure their compliance with the law and to procure from them the greatest possible amount of work.

The members of your honorable body should recollect that the situation of the convicts awakens the sympathy and excites the apprehension of evil results upon the prisoners among the officers in charge. For this reason such officers are, and have always been, anxiously in earnest to do all they could to provide employment for the convicts.

The Superintendent feels that he and all the subordinate prison officials have done their best to give efficiency to this law, and to

secure from the State institutions all requisitions that could be obtained for supplies and to furnish the greatest amount of employment to the convicts; and he has no reason to think that the officials in charge of such institutions have failed in their duty to comply with the law. It should be remembered that few of these institutions are wholly dependent upon the State for their supplies. Nearly all have some capacity for self-support; it does not avail to say that these institutions have so many thousands of inmates. They have also thousands who can labor and who do labor. Even many of the convicts who are removed from the State prisons to the Asylum for Insane Criminals have a capacity for useful service. I quote from the last report of Dr. MacDonald, the superintendent of that institution, upon this point. He says, to wit :

"As heretofore, a large proportion of our patients have manifested a willingness to engage in useful occupation, and many of such have rendered valuable service, respectively, in shops, kitchens, dining-rooms, laundry, stables, garden and grounds; also at painting, glazing, carpentry and mason work, *and in the manufacture of clothing, bedding, shoes and slippers required by the institution.*" Here is a pregnant and suggestive statement which may, in a measure, explain the reasons for the disappointment in some quarters as to the sum of the requisitions made by such institutions upon the State prisons for supplies, and there is no institution of this kind whose inmates can work in which their condition is not at least ameliorated, if not sensibly improved, by their occupation in some useful industry.

As Clinton Prison was equipped with the appliances and with the skill to make clothing, etc., requisitions for such articles have been sent to that prison. Clothing, shirts, drawers and caps have been made there to fill orders from the institutions named. And the wants of that prison population have been satisfied in respect to garments and boots and shoes. In doing such work as many as seventy different persons have been employed, but by no means continuously, for the orders came in irregularly and in a desultory way. The population of the prison is 750, so that less than ten per cent of the whole population have found any work whatever under the act of 1888 up to this time. In Sing Sing Prison the products have been shoes, slippers and tinware, the average number of men employed being about thirty; that is, thirty different men have been given work, but at no time have they been more than partially employed. At Auburn Prison brooms and boots have been made. The employment afforded by their manufacture has been equivalent to the constant employment of five men only.

Since the tenth of October last, 121 men have been irregularly at work manufacturing supplies under the law; that is, four men out of each 100 have found partial employment, and the Superintendent knows of no reason to expect that this number can be increased. That it will decrease is evidenced by the fact that there is at this date but one order on hand, to fill which will employ one man but ten hours. Taking the requisitions so far as made as a basis, it is very clear that under the most favorable conditions less than one hundred men could be furnished steady employment under this law. This is as fair a forecast as can now be made by those who are the most capable to handle the problem in a practical manner.

This survey of the existing condition is sought to be made with candor and accuracy. Whoever stands in the presence of this condition, face to face with it, feels that it is one which cannot be trifled with. More than three thousand men are shut up in prison and are in imminent danger of corrosion, deterioration, even of destruction as rational beings. A portion may be saved by labor in the care of the prisons and the small employment under the law. But what of all the rest? The solemn facts are told again in this communication and the special reports which are hereto appended. Thousands of men are in our penal institutions. The prospect of accelerating and cumulative distress and irreparable injury to them is clear.

This condition has been created by legislation. It can be removed only by legislation. It is not special and transient. It will last until the cause of it shall be removed and an adequate mode of employment shall be adopted by law. Every day of delay is another day of injury and injustice to the convicts.

Respectfully submitted.

AUSTIN LATHROP,

Superintendent of State Prisons.

CLINTON PRISON, OFFICE OF AGENT AND WARDEN,
DANNEMORA, N. Y., *February* 11, 1889.

General AUSTIN LATHROP,

Superintendent of Prisons, Albany, N. Y.:

SIR.—I beg to hand you herewith Clinton's response to the Assembly's resolution of the seventh inst.

Dr. Smith, as physician to the prison, to whom I submitted the question as to the mental and physical condition of our population, reports as follows:

"Since the suspension of labor by the convicts there has been a marked increase of nervous diseases and tendency to insanity, and

the bodily condition of the convicts is not as good as it was when mentally and physically employed."

Relative to the manner in which this prison by your direction and concurrence has given effect to the law, I have to say that, availing of the advantages afforded by the possession of the appliances for the prosecution of the clothing industry, and the knowledge of that trade which many of our men had gained, we have filled such requisitions as have come to us from institutions supported in whole or in part by the State, for clothing, shirts, drawers and caps, besides meeting the wants of our own people in the matter of prison garments, boots and shoes, going-out suits, etc. Employment was thus found for a short time, and in the earlier part of the season in breaking stone and relaying the roads within the prison yard. But the clothing industry has been our chief reliance for affording employment, and that to only about seventy (70) men, or ten per cent of our population — and this not by any means continuously — the orders coming in a fitful way and often with requests for haste in filling.

If the institutions could make their estimates in advance of needs we would engage to meet all wants immediately upon requests for shipment and with the labor of twenty-five (25) men. Our product since the tenth of October, when we began to work under the new system, has been produced without the use in the remotest way of any motive power machinery whatever. Aside from supplying our own domestic wants, we have manufactured for foreign institutions upon their requisition for the same as follows:

Style of garment.	Quantity.	Value.
Suits	691	$4,463 34
Single coats	170	645 44
Coats and vests	2	7 25
Single pants	217	619 96
Jackets and pants	79	501 63
Single vests	25	68 75
Pea jackets	200	750 00
Overcoats	177	853 82
Shirts (fifty dozen)	600	162 50
Drawers	540	351 00
Caps	,425	486 23
A total, including cost of stock and trimmings, of ..		$8,918 92

As I have said, we have worked as operators, basters, waiters and in every other capacity in this work, an average of seventy men, where

twenty-five under other circumstances would have sufficed to have met all requirements. I have thus, as I believe, furnished all the information that Clinton supplies toward the preparation of your combined answer to the Assembly resolution.

Very respectfully.

ISAIAH FULLER,
Agent and Warden.

AGENT AND WARDEN'S OFFICE,
AUBURN, N. Y., *February* 12, 1889.

HON. AUSTIN LATHROP,
Superintendent of State Prisons:

DEAR SIR. — Replying to yours of the 7th inst. calling for report from me in pursuance of resolution of the Assembly of same date, the following report is respectfully submitted:

The daily average number of convicts in this prison for the six months ending February first was 1,246. Of this number eighty-eight per cent have been idle in consequence of the stoppage of the State account industries, caused by chapter 586 of the Laws of 1888. As to the effect of that law on the convicts in this prison: There are two classes of prisoners. The one the industriously inclined, the other the idly inclined. Enforced idleness has a more damaging effect on the former than on the latter class. A general restlessness, increased bodily sickness and mental depression, a greater number of insane, and in many cases utter prostration, physically and mentally, have been the result of no employment. The only work for the prisoners, other than for those engaged in doing the cooking, mending, cleaning, etc., since the law above referred to went into effect, has been the manufacturing of boots and shoes and brooms under the provisions of said law. During the six months ending February 1, 1889, requisitions for the following goods have been filled: One hundred and ninety-one dozen brooms, twenty-two dozen whisk brooms, 371 pairs of boots.

In addition to this 540 pairs of boots and shoes were cut and fitted for Clinton Prison. The making of these goods required only the labor of five men daily during the period aforesaid. All of said goods were made by hand or by hand and foot machinery. All the supplies required for this prison have been made by the convicts. All requisitions received have already been filled. Unless requisitions are increased it will not require to exceed three per cent of the inmates of this prison to fill such requisitions and manufacture its own supplies.

In speaking of the effect of the existing idleness, Prison Physician Sawyer says, to wit :

"I can simply say that close confinement shows deplorable results, both morally and physically; the prisoners are fast becoming physical and moral wrecks. During the last five months twenty-one men have been sent to the asylum, and there are now in the prison thirty who should go there, but as that institution is crowded they are retained here. I hope that the Legislature * * * will find some way to free us from this deplorable condition."

All of which is respectfully submitted.

Yours, etc.

CHARLES F. DURSTON,
Agent and Warden.

STATE OF NEW YORK :

OFFICE OF THE AGENT AND WARDEN OF SING SING PRISON,
SING SING, *February* 9, 1889.

Hon. AUSTIN LATHROP,
Superintendent of State Prisons:

DEAR SIR.—I have the honor to acknowledge the receipt of your communication of the seventh inst., inclosing copy of resolutions of the Assembly, under date of February seventh, relative to the effect of the legislation of July, 1888, upon the condition, mental and physical, of the prisoners affected thereby, and would respectfully make the following report relative thereto, so far as this prison is concerned.

The effect in this prison was to lock up in their cells over one thousand men.

As orders were procured from the various institutions supported in whole or in part by the State, a few of the men were set at work.

The average number of men employed in manufacturing clothing and supplies for other institutions has averaged about thirty. That is, thirty men have been set at work, but at no time have they been more than partially employed.

We have now completed all the orders that we have in hand except ninety pairs of slippers, five dozen eight-quart tin milk pans and one dozen tin funnels.

These will be completed in two days more, and if other orders are not received, we shall be totally idle, except such men as we can use in manufacturing our own supplies and doing our own work.

We have managed under this law to keep about 500 men at work in

different capacities around the institution, so that at the best about 1,000 men are continually locked in their cells in this prison.

The effect upon the men who are locked in their cells is detrimental to them, both mentally and physically, and we already see the bad effects.

Sickness and insanity are both on the increase. The men are rapidly becoming unfitted for work, both mentally and physically, and if this state of affairs continues much longer, it will be a matter of great difficulty to put the men again at work. Upon discharge they will be totally unfit for work of any kind. In fact, they will soon become mental and physical wrecks.

I am clearly of the opinion that every effort possible has been made to fully comply with the provisions of said act.

The amount of shoes and slippers made for the institutions is,	$4,161 30
The amount of tin ware	190 92
Printing	38 41
Total	$4,390 63

In addition to above we have manufactured about twenty-three dollars worth which has been already shipped to the different institutions, but the price has not yet been fixed upon by the board.

This is all that has been manufactured in this prison for other institutions.

The tinware has been entirely manufactured by hand. The printing has been done with a small hand-press, and the shoes and slippers have been manufactured mostly by hand.

Sewing machines run by foot power have been used.

No motive power machinery has been used in manufacturing since the law of last July went into effect.

The proportion of prisoners who can be supplied with work under the existing law is about two and nine one-hundredths per cent of our total inmates. This, of course, does not include about three to four hundred men who are used in carrying on the institution, such as cleaning, cooking, baking, repairs, quarrying, cutting stone, etc.

I inclose herewith a detailed statement showing the quantities manufactured, the value of the same, and the institutions to which they were sent.

I inclose also herewith a report from the physician of this prison as to the mental and physical condition of the men under the present law.

Yours respectfully.

A. A. BRUSH,

Agent and Warden.

HOSPITAL.

SING SING, N. Y., *February* 9, 1889.

Hon. A. A. BRUSH, *Agent and Warden:*

In compliance with your verbal request for a statement regarding the physical and mental condition of the convicts in this prison, I may say that since the 2d day of August, 1888, about 1,000 men have been locked up in idleness about five-sixths of their time. This continued confinement has had a tendency to aggravate all forms of chronic affections to which a large proportion of the men are subject. It has also had a tendency to seriously increase many functional ailments, such as indigestion and constipation. The hospital roll is steadily increasing, and there is a general tendency towards physical deterioration among the men. There is also an aspect of great uneasiness and gloom, which must lead to serious mental disturbance.

During the year ending September 30, 1888, four convicts were transferred to the insane asylum at Auburn from this prison. *During the four months* of the present fiscal year five have been sent to the asylum, with every probability that the number will be increased so long as the convicts are confined in idleness. From present appearances I have no hesitation in saying that we have serious reason for apprehension of the most deplorable mental and physical results so long as the present conditions are maintained.

Very truly yours.

H. BARBER,
Prison Physician.

Statement of supplies furnished to the several institutions supported in whole or in part by the State, together with the valuations of same as fixed by board constituted under provisions of chapter 586, *Laws of* 1888.

INSTITUTIONS.	SUPPLIES FURNISHED AND VALUATIONS.				
	Number of pairs.	Shoes and slippers.	Tinware, etc.	Printing,	Total value.
Hudson River State Hospital	101	$146 00	$36 60	.....	$182 60
Institution for the Improved Instruction of Deaf-Mutes, New York	71	137 95	26 25	.....	164 20
Willard Asylum	141	246 75	35 04	.....	281 79
Le Couteulx St. Mary's Institution for the Improved Instruction of Deaf-Mutes	.....	.....	26 19	.....	26 19
Northern New York Institution for Deaf-Mutes	.....	.....	4 08	.....	4 08
New York Institution for the Blind, Batavia	.....	.....	29 30	.....	29 30
Buffalo State Asylum for the Insane	285	375 00	.....	.....	375 00
New York House of Refuge, Randall's Island	840	1,005 00	.....	.....	1,005 00
Central New York Institution for Deaf-Mutes	69	104 55	.....	.....	104 55
Thomas Asylum for Orphan and Destitute Indian Children	39	65 70	.....	.....	65 70
New York Institution for the Blind, New York city	477	677 25	5 16	.....	682 41
Western New York Institution for Deaf-Mutes	.....	.....	28 30	.....	28 30
Auburn Prison	.....	.....	.....	$27 81	27 81
Clinton Prison	.....	.....	.....	10 60	10 60
New York State Asylum for Idiots	430	669 60	.....	.....	699 60
Binghamton Asylum for Chronic Insane	250	262 50	.....	.....	262 50
New York State Custodial Asylum	144	231 00	.....	.....	231 00
New York State Soldiers and Sailors' Home	120	240 00	.....	.....	240 00
Totals	2,967	$4,161 30	$190 92	$38 41	$4,390 63

N. B. February 7, 1889. In addition to the above I have shipped to several institutions supplies, the prices of which have not as yet been fixed upon by the board, the estimated value of said supplies being $23.

SPECIAL REPORT

ON THE

New York and Brooklyn Surface Railroad Strikes

BY THE

BOARD OF MEDIATION AND ARBITRATION

OF THE

STATE OF NEW YORK.

TRANSMITTED TO THE LEGISLATURE FEBRUARY 20, 1889.

ALBANY:
THE TROY PRESS COMPANY, PRINTERS.
1889.

STATE OF NEW YORK.

No. 63.

IN ASSEMBLY,

FEBRUARY 20, 1889.

SPECIAL REPORT

ON THE

NEW YORK AND BROOKLYN SURFACE RAILROAD STRIKES BY THE BOARD OF MEDIATION AND ARBITRATION OF THE STATE OF NEW YORK.

To the Assembly of the State of New York:

In compliance with the resolution of your honorable body requesting the Board of Mediation and Arbitration "To transmit all and any proceedings, testimony, communications of facts of any kind, officially had or in possession, having relation in any wise to the late difficulties between certain railroad companies and their employés in the cities of New York and Brooklyn, or to any attempt on the part of said Board to bring about an amicable settlement of said differences," the information called for is herewith respectfully presented:

The causes of the strikes in the two cities differed in this respect, that in Brooklyn the corporations recognized, and negotiated, and made contracts for labor with the executive committee of a district assembly of Knights of Labor, with the

exception of the Atlantic Avenue Company, to whose lines the Brooklyn strike was confined; and that company had recognized and was negotiating a contract with the committee, as it claimed, or had broken off negotiations, as the committee claimed, when the strike occurred; while in New York the corporations upon whose lines the strike occurred refused to recognize or in any manner negotiate with the executive committee of a district assembly of Knights of Labor. The Atlantic Avenue Company of Brooklyn now holds the same ground of non-intercourse with any person or body of persons not in its employ as the New York companies.

In view of the conflicting statements of the parties to the controversy in Brooklyn as to its cause, and the circumstances of the situation there, the Board deemed it best to make formal investigation of the Atlantic Avenue Railroad strike, and devoted three days to taking testimony under oath and receiving documentary evidence, which will be found appended. The cause of the controversy in New York was too obvious to call for more than the informal investigation made with the result of the gathering of the facts and documents given in the report following.

In presenting the proceedings, testimony, etc., requested, the Board begs leave to draw the attention of the Legislature to some observations and suggestions made in its annual report for 1887 and repeated in its annual report for 1888,* which latter was in course of preparation and near completion when the strikes in New York and Brooklyn occurred, touching the interruption of traffic on railroads operated by corporations created primarily for the public benefit and subject in all respects to the will of their creator, the people of the State of New York represented in Senate and Assembly.

All of which is respectfully submitted.

W. PURCELL,
GILBERT ROBERTSON, JR.,
F. F. DONOVAN,
Board of Mediation and Arbitration.

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* From annual report for 1888.

In view of the comparatively small number of men employed on the one hand, and of the comparatively great interests of the people interested on the other hand, no other industry of the State has been so much disturbed during the past year, is so much disturbed at this writing, or is liable to such periodic disturbance, as that of street railway transit. Strikes, followed by tie-ups of several days duration, and more or less violence, but settled through mediation of the Board, have occurred during the year in Brooklyn and Rochester, and are to-day threatened in Brooklyn and New York. The experience of the year has more than ever convinced the board of both the justice and necessity of exercise by the State of its undoubted power of regulation by law of the relations of railroad corporations and their employés, in this branch of what is clearly a public service, in the interest of all concerned — corporations, employés, and public. The considerations suggested in the report for 1887 have been increased in force by what has transpired since, and are here repeated. After referring to the disturbances of the year the report of 1887 continues:

"These circumstances suggest the question whether provision of law may not be properly made to prevent or punish arbitrary and abrupt interruption of travel and transportation of freight, to the great inconvenience of the public, and danger to human life and material values, upon lines for the transportation of person and property, whether by the corporate powers owning and operating them, or by the persons in service upon them. A railroad corporation serving the public is a different body from an individual, a firm, or even a corporation engaged in private pursuit or ordinary industrial enterprise. Yet, at the same time, a private individual, firm or corporation, holding and using property for public purposes becomes amenable to legislative power in like manner with a public corporation. The principle of law that applies has been laid down and settled by the Court of Appeals of the State of New York in the case of The People ex rel. Kimball *v.* B. & A. R. R. Co. (Sickles, 25), and by the Supreme Court of the United States in the Granger cases, and in the Chicago elevator case. 'Railroad corporations,' says the opinion of the Court of Appeals, handed down by Judge Earl, all concurring, 'hold their property and exercise their franchises for the public benefit, and are, therefore, subject to legislative control. The Legislature may regulate the mode in which they shall transact their business, the price which they shall charge for the transportation of freight and passengers, the speed at which

they may run their trains, and the way in which they may cross or run upon highways or turnpikes used for public travel. It may make all such regulations as are appropriate to protect the lives of persons carried upon railroads, or passing upon highways crossed by railroads. All this is within the domain of legislative power, although the power to alter or amend the charter of such corporation has not been reserved. This whole subject of legislative power over railroads, and over private persons holding and using their property for public purposes, has been so fully discussed recently in the Supreme Court of the United States, in the Granger cases and the Chicago elevator case, as to make further discussion unnecessary here.' As a corollary of this judgment it would seem to follow that the Legislature exhausts only half its power, and performs only half its duty when, in making appropriate regulations for the protection of the lives of persons and transportation of property carried upon railroads, it stops with their application to the corporations and their officers. Of what avail is it for the State to possess and exercise a power of control and regulation over railroad corporations created for the public benefit, and over private persons holding and using their property for public purposes, if it permits combinations of unauthorized and irresponsible employés of such corporations and persons or others, to arbitrarily arrest and hold at will the operations of railroads or other properties in the service of the public? The operatives of a railroad, from engineer down to trackman, are in the practical relations of their services to persons and property transported, far more important as factors than officers of the corporation, and should be held to due responsibility. Nor would the extension of regulations by law to employés upon railroads work any hardship to them. On the contrary it would be their guarantee and protection, as well as the guarantee and protection of the corporations and the people. A railroad is a quasi-public highway of the State, subject as much to regulation by the State for the public benefit, and for the protection of the lives of people who travel, and for the transit of the property carried upon it, as if the State owned and operated it itself. When a man takes service upon a railroad, whether as an agent of the corporation or an operative upon the line, he becomes a quasi-public officer, and hence subject to such regulation by law, in the discharge of all his duties and the time and manner of his abandonment of them, as are appropriate to protect the lives of persons and secure the transit of property carried upon the road. No dispute between these quasi-public officers about the price of labor, or any kindred thing, should

be permitted to jeopardize the lives, or interrupt the transportation of property of citizens to whom the use of a railroad daily has become a matter of necessity, as well as of convenience, any more than a dispute between the officers of a railroad and other parties about the price of cars, or rails, or ties, or spikes, or anything else that enters into the equipment and operation of such road. The State should lodge somewhere a power, with ample means of law to make its intervention effective, for the speedy settlement of all disputes between the officers of railroad corporations and operatives of railroad property."

NEW YORK.

On or about December 31, 1888, the executive board of Division District No. 1 of National District Assembly No. 226, Knights of Labor, on behalf of the employés of several surface street railroad companies doing business in the city of New York, presented to each of said companies certain requests or demands, in the form of a proposed agreement, accompanied by a letter stating that the employés desired their representatives to conduct all negotiations in reference to such agreement, and that on the 7th of January, 1889, the executive board would call for a reply.

The officials of these companies declined to make any agreement with the executive board or to enter into any conference with them.

The attention of the State Board of Mediation and Arbitration was called to the matter by the following letter received on or about January 10, 1889:

KNIGHTS OF LABOR OF AMERICA,
NATIONAL DISTRICT ASSEMBLY 226,
NEW YORK, *January* 10, 1889.

Hon. F. F. DONOVAN,
Commissioner of Arbitration:

DEAR SIR.—I am requested by the executive board of National Trade Assembly 226, Knights of Labor (surface railroad employés), to ask your honorable board to send a representative to New York city, to arbitrate between the representatives of the employés of the Broadway, Seventh avenue, Sixth avenue, and Forty-second street, and Boulevard railroads, and the officials of the above companies.

Acting as the representative of the men of those companies, we have endeavored to secure an interview with those officials, but they have

positively refused to receive us, and as it is our earnest desire to do all in our power to preserve friendly relations between the employés and the companies, we respectfully call on your honorable Board to assist us in our efforts by acting as arbitrators and mediators.

Hoping this request will receive the immediate attention that the urgency of the case demands,

I remain, yours truly.

JAMES H. MAGEE,
Chairman of Executive Board, N. D. A. 226.

Commissioner Donovan immediately went to New York and endeavored to effect a settlement.

From the twelfth to the nineteenth of January interviews were had with the officials of the Broadway and Seventh Avenue Railroad Company, the Sixth Avenue Railroad Company and the Forty-second Street and Boulevard Railroad Company, the results of which were reported to the Board on the twentieth of January, and were communicated to the chairman of the executive board of Division District No. 1, in the following letter:

ALBANY, *January* 21, 1889.

JAMES H. MAGEE,
D. D. M. W., N. D. A. 226, *K. of L.*

DEAR SIR.— Your communication of the tenth inst. was duly received and was brought to the attention of the Board. In reply thereto I have been instructed to state that Commissioner F. F. Donovan called on the officers of each of the companies mentioned in your letter and presented your request that they confer with representatives of the employés with a view to entering into an agreement for the ensuing year. President Henry Thompson, of the Broadway and Seventh Avenue Railroad Company, said that he had already stated to you the position of the company, as set forth in the resolutions adopted by the board of directors, a copy of which was furnished to you, and that he would not deviate from that position. President J. S. Foster, of the Forty-second Street and Boulevard Company, said he was willing to meet the employés of the company individually and remedy any grievances that might exist, but that he would not enter into any agreement with your executive committee. Officers of the Sixth Avenue railroad stated that they would not enter into any agreement, that they had operated their road during the last three years without an agreement, and that their position was clearly stated in a circular of recent date addressed to their employés

We trust that friendly relations will continue to exist between the several companies and their employés, and the Board will be pleased to take such further action as will tend to promote such results.

Respectfully.

CHARLES J. MADDEN,
Secretary.

On the morning of January twenty-ninth at 4 o'clock a tie-up occurred on the following roads: First avenue, Second avenue, Fourth avenue, Sixth avenue, Broadway and Seventh avenue, Eighth avenue, Ninth avenue, Belt, Forty-second street and Grand street, Forty-second street and Boulevard, Central Crosstown (Eighteenth street), Grand street Crosstown, Avenue B, Avenue D, Cortlandt and Canal street, Avenue C and Pavonia ferry, Madison and Chambers street, Harlem bridge, Morrisania and Fordham, West Farms, One Hundred and Thirty-eighth street and Port Morris, One Hundred and Tenth street and St. Nicholas avenue.

The Board being then engaged in Brooklyn endeavoring to effect a settlement of the strike on the lines of the Atlantic Avenue Railroad Company, immediately transferred its headquarters to New York city.

Commissioner Donovan was directed to visit the officers of the several companies and invite them to a conference with the Board with a view to devising means of settlement, by mediation, of the controversy.

He visited the office of the Sixth Avenue Railroad Company, where he met President Frank Curtiss. On stating the object of his mission he was so grossly insulted by President Curtiss that he decided to proceed no further by personal communication, and the Board sent the following letter to the president or superintendent of each of the companies involved in the strike:

MURRAY HILL HOTEL,
NEW YORK, *January* 29, 1889.

DEAR SIR.— The State Board of Mediation and Arbitration, present in the city by reason of the strike and tie-up of the Atlantic Avenue railroad of Brooklyn, taking cognizance of the strike and tie-up on various railroads in New York, and acting in pursuance of section 9 of chapter 63, Laws of the State, 1887, which directs the Board in such cases "to put themselves in communication with the parties to the controversy and endeavor by mediation to effect an amicable settle-

ment," would respectfully inform you that they are at this hotel, ready to receive any communication you may desire to make. And to the end contemplated by the statute, they invite you or anyone having authority to act for your company, to a conference at the hotel this (Tuesday) evening at 8 o'clock.

Respectfully yours.

WM. PURCELL,
GILBERT ROBERTSON, JR.,
F. F. DONOVAN,
State Board of Mediation and Arbitration.

The representatives of the employés were invited to meet the board at 5 o'clock P. M. of that day at the Murray Hill hotel, for a similar purpose, and Messrs. James H. Magee and P. F. Glennen, the chairman and secretary of the executive committee of District Division No. 1, met the Board at the appointed time.

They said that the causes of the strike were concisely stated in the following communication published in the daily papers of that day:

"NEW YORK, *January* 29, 1889.

"*To the Public of New York City:*

"We have decided to-day to tie up the various roads on which we are employed, until our employers come to a fair understanding with us through our executive board.

"In accordance with and on behalf of the employés we submitted to the companies on December 31, 1888, a form of an agreement for their favorable consideration, with a letter stating that the executive board would call January seventh for their answer. In the meantime these companies called a meeting of their representatives, which was held at the Murray Hill hotel, and at which meeting they decided to reject the proposal of the men, and further decided in the future not to recognize the representatives of the men. When the executive board called at the offices of the various companies for their answers in many cases the proposed agreement was returned without any reason being assigned therefor, and in other cases, as to when the companies would meet the representatives of the men, indefinite replies were given.

"The Sixth avenue, and the Forty-second street and Boulevard roads, refused positively to hold any interview with the executive board. The Broadway and Seventh Avenue Company gave the committee a copy of resolutions passed by their board, refusing all intercourse with the committee, on the ground that they were not employés

of that company, although one of the committee was an employé of that road.

"The Fourth avenue road, owned by the Vanderbilts, which heretofore has met the executive committee and treated with them in a fair manner, absolutely refused to enter into any negotiations with the committee. This was a surprise, as the superintendent of that road, Mr. Alfred Skitt, had told the committee on several occasions that he preferred to deal with the representatives of the men, rather than have the men annoying him by continually running to him with their grievances, and, on one occasion, told the committee: 'Don't tie this road up for the action of other roads, as we attend to our own business and don't care what any other road does.' He seems to forget that now, as he is acting with, and by the advice of the Murray Hill hotel meeting.

"After receiving the answers from these companies, the executive committee determined to invoke the services of the State Board of Mediation and Arbitration, by that act showing that we were determined to do nothing hastily, but to do all that workingmen could to have their grievances settled by the established tribunal of the State. The result of our efforts is contained in the following communication:

STATE OF NEW YORK:

BOARD OF MEDIATION AND ARBITRATION,
ALBANY, *January* 21, 1889.

JAMES H. MAGEE, D. D. M. W.,
National District Assembly, No 226, *K. of L.:*

DEAR SIR.—Your communication of the tenth inst. was duly received, and was brought to the attention of the board. In reply thereto I have been instructed to state that Commissioner F. F. Donavan called on the officers of each of the companies mentioned in your letter, and presented to them your request that they confer with representatives of the employés with a view to entering into an agreement for the ensuing year. President Henry Thompson, of the Broadway and Seventh Avenue Railway Company, said that he clearly stated to you the position of the company as set forth in the resolutions adopted by the board of directors, a copy of which was furnished to you, and that he would not deviate from that position. President J. S. Foster, of the Forty-second Street and Boulevard Company, stated that he was willing to meet the employés of the company individually and remedy any grievances that might exist, but that he would not enter into any agreement with your executive com-

mittee. Officers of the Sixth Avenue Railway Company stated they would not enter into any agreement, and that their position was clearly stated in a circular of recent date addressed to their employés.

We trust that friendly relations will continued to exist between the several companies and their employés, and the board will be pleased to take such further action as will tend to promote such results.

Respectfully.

CHARLES J. MADDEN,
Secretary.

"By this, it will be seen that these railroad magnates have refused arbitration. The grievances on the Forty-second Street and Boulevard road are numerous, among which are the following: Drivers and conductors on some cars receive from ninety-three cents to one dollar and nine cents a day, and men work on some cars far longer than the hours prescribed by the State law, and when called before the Railroad Commissioners, last June, the company had to acknowledge that it had violated the agreement it had entered into with the executive committee, and which act the commissioners denounced. Even after that and up to the present time the company continues to violate its pledged word, as their agreement does not expire until February 13, 1889.

"The Belt-line compels a man to sign an ironclad agreement whereby he becomes merely a serf of the company.

"Having exhausted every means in our power to bring about arbitration and an amicable settlement of all grievances without success, there is only this last resort left to us, an appeal to the public opinion to force these companies to arbitrate all existing difficulties.

"If the companies will accept arbitration we are authorized to say that the men will immediately resume work, pledging themselves to abide by the decision of such arbitrators as may be selected.

"Respectfully submitted.

JAMES H. MAGEE,
Chairman.

P. F. GLENNEN,
Secretary.

HENRY HAMILTON,
P. J. SMITH,
JAMES GARTY.

"*Executive Committee, Division No.* 1, *New York city.*"

Messrs. Magee and Glennen stated that on nearly all the roads tied up the employés had other grievances which they had requested the companies to consider and adjust, and they referred particularly to the following objectionable clauses in the agreement which the Central Park, North and East River Railroad Company required its employés to sign:

I agree that I will never claim any compensation beyond the rates first set forth, under any circumstances whatever, and I hereby agree, in consideration of my employment by said company, that I will indemnify and save the said company from all damage, expense and costs arising or growing out of any collision or other accident to or by the horses and car driven by me at the time of such collision or accident, and I hereby authorize the officers of said company, or either of them, to assess the damages when the injury is to the property of the company, and to allow and settle for the damages when the injury is to the person or property of others, and to apply, without my consent, all moneys due or to become due to me in payment or on account without notice to me.

In closing, this committee informed the Board that they were willing to submit all matters of controversy to a local board of arbitration or directly to the State Board of Mediation and Arbitration, to abide by the decision of such board, and to resume work pending such decision.

At the time appointed for a conference with the railroad officers, 8 P. M., but a single one appeared, Superintendent Skitt of the Fourth Avenue road. Mr. Skitt courteously stated the position his company had taken and the course it had resolved to pursue. They were, in substance, that it would no longer negotiate or enter into contract for labor with any person or body of men not in its own employ ; that a contract so entered into with persons foreign to the company's service, while binding the company, was without responsible obligation on the other party to it ; that the company had already, on its part, renewed for 1889 the contract of 1888, by posting notices that all its provisions would be adhered to for the current year, and that if upon any point any employé or number of employés felt aggrieved he would gladly receive him or them, talk the matter over, and, so far as he was concerned, if they could not agree, submit the dispute to arbitration for settlement. But the principle of action, or policy of dealing only with its own employés and having no further relations in regard to labor with persons not in its employment, was not an open but a settled question ; and hence, while the company desired to treat the Board and the laws of the State with all due respect, it must decline to reopen that question and submit it to the decision of any body.

Late that night the executive board were informed of the position taken by Superintendent Skitt and were requested to convey this information to the employés of that company.

On the morning of January thirtieth the Board received the following communication from the executive board of Division District No. 1:

KNIGHTS OF LABOR OF AMERICA,
NATIONAL DISTRICT ASSEMBLY 226,
NEW YORK, *January* 30, 1889.

To the State Board of Mediation and Arbitration, Murray Hill Hotel, New York:

GENTLEMEN.—We desire again to call your attention to the proposition submitted to your honorable Board last evening in reference to arbitration of the present difficulties between the railroad companies and their employés. We earnestly desire that such a course be pursued; for if the companies will arbitrate, the roads can be opened and the public accommodated.

Yours truly.
JAMES H. MAGEE,
Chairman Executive Board, Division District No. 1.

The Board replied to this communication, as follows:

MURRAY HILL HOTEL,
NEW YORK, *January* 31, 1889.

TO JAMES H. MAGEE,
Chairman Executive Board, Division District No. 1, *N. D. A.* 226:

DEAR SIR.—In reply to your communication of yesterday calling attention to the proposition "with reference to arbitration of the present difficulties between the railroad companies and their employés" and expressing "an earnest desire that such course be pursued," the State Board of Mediation and Arbitration has to say that it has performed all its offices under the law of its creation and direction looking to the "amicable settlement" contemplated by the statute. And it is satisfied from information obtained that the chief contention of the companies is against recognition of the body of which you are chairman as a party to the controversy; that this main point they will not submit to the judgment of any tribunal; that they are willing to negotiate, each with its own men; and that unless they are met upon this ground there does not appear to be any prospect of settlement.

Respectfully yours, etc.
WM. PURCELL,
GILBERT ROBINSON, JR.,
F. F. DONOVAN,
State Board Mediation and Arbitration.

On the thirtieth, the following communications were received from the officers of the Second Avenue Railroad Company, the Central Crosstown Railroad Company and the Forty-second Street and Grand Street Ferry Railroad Company:

OFFICE OF THE SECOND AVENUE RAILROAD COMPANY,
SECOND AVENUE, CORNER NINETY-SIXTH STREET,
NEW YORK, *January* 29, 1889.

To Messrs. WM. PURCELL, GILBERT ROBERTSON, Jr., F. F. DONOVAN, *State Board Mediation and Arbitration:*

GENTLEMEN.— In answer to your favor of the twenty-ninth instant, which was not received by me until late last night, I would reply that as no warning of or cause for the present strike has been given us by our employés, we do not see that there is anything about which to arbitrate.

Respectfully yours.

GEORGE S. HART,
President.

OFFICE OF THE CENTRAL CROSSTOWN RAILROAD COMPANY,
365 AVENUE A, NEW YORK, *January* 30, 1889.

To Messrs. WM. PURCELL, GILBERT ROBERTSON, Jr., and F. F. DONOVAN, *State Board of Mediation and Arbitration:*

GENTLEMEN.— In answer to your favor of twenty-ninth instant, which was not delivered to me in time to attend last night, I would reply that as no warning of or cause for the present strike has been given us by our employés, we do not see that there is anything about which to arbitrate.

Most respectfully yours.

E. BURTON HART,
Second Vice-President.

OFFICE OF THE FORTY-SECOND STREET AND GRAND STREET FERRY RAILROAD CO., 653 WEST FORTY-SECOND STREET,
NEW YORK, *January* 30, 1889.

To Messrs. WM. PURCELL, GILBERT ROBERTSON, JR. and F. F. DONOVAN, *State Board Mediation and Arbitration. Temporarily at Murray Hill Hotel, city:*

GENTLEMEN.— Respectfully acknowledging your communication of twenty-ninth inst. which has only this moment reached my hands, and regretting my not getting it soon enough to have sent an earlier

reply, I will say with reference to your courteous invitation to last evening's conference, that I would have been unable to have consistently complied with your invitation for the reason that, so far as this company is concerned, there are no matters in connection with with the situation, as between the company and its late employés that, in the judgment of the company's management, require the services of your honorable Board. Sincerely thanking you for the courtesy of your communication, I am

Very respectfully yours.

E. S. ALLEN,
President.

No replies were received from the other companies.

On January thirty-first the board was visited by a committee representing the late employés of the several railroad companies, consisting of Mr. James H. Magee and Mr. P. F. Glennen. They informed the Board that they had been in consultation with the mayor of the city, Hon. Hugh F. Grant, and that he would act as mediator or arbitrator, if requested by this Board to do so, and they urged the Board to wait upon the mayor and confer with him in reference to this matter.

The Board replied to this request, as follows:

We have considered the suggestion made by your committee to wait upon the mayor in this matter, and we have concluded that, as we have been in the city all this week and have, during that time, exhausted every effort under the law, having placed ourselves in communication with the authorities of the railroad companies and endeavored to bring about an amicable settlement, and, having failed to do so, we do not think that we are in a position to wait upon the mayor and offer any suggestion to him with regard to his duties in this matter. We can not see how he can offer any suggestion to us as to our duty, but if the mayor desires any coöperation of this Board in any way, or any consultation with us, and will so intimate to us by a communication of any kind, we will be only too ready to respond.

On February first, the Board adjourned *sine die*, Commissioner Donovan remaining in the city of New York to represent the Board in case any further action was deemed necessary.

On the evening of February fifth, at 11.30 o'clock, the strike was declared off, and as many of the former employés as could secure employment returned to work upon the terms offered by the several companies.

BROOKLYN.

About two weeks previous to January 1, 1889, the executive board of District Assembly No. 75, Knights of Labor, presented to the several surface railroad companies doing business in the city of Brooklyn, copies of a proposed agreement for the ensuing year.

The president of the Atlantic Avenue Railroad Company refused to enter into any discussion of the terms of the proposed agreement unless the twenty-sixth clause was omitted, claiming that the subject-matter of that clause had been acted upon and finally settled.

On the twelfth of January the executive board of District Assembly No. 75 and a committee of the employés of the Atlantic Avenue Railroad Company met President William Richardson at the company's office. Commissioner Donovan attended the meeting as the representative of this Board.

Mr. Richardson again positively refused to consider any agreement which contained the objectionable twenty-sixth clause, and after a lengthy discussion the meeting terminated without anything having been accomplished.

On the eighteenth of January the executive board notified the company that the employés had concluded to waive the twenty-sixth clause, and that they were prepared to discuss the other conditions of the proposed agreement. On the nineteenth and twenty-first of January conferences were held between the same parties and the terms of a new agreement were discussed at length. President Richardson, on behalf of the company, declined to make any concessions which would increase the expense of operating the road, and he presented an agreement which the company was willing to make. The conferences terminated without any agreement as to the principal points in dispute, and no further efforts were made by either party to effect a compromise.

On the twenty-second of January the company issued the following circular:

OFFICE OF THE ATLANTIC AVENUE RAILROAD COMPANY OF BROOKLYN,
BROOKLYN, *January* 22, 1889.

To the Employés of the Atlantic Avenue Railroad Company of Brooklyn:

By chapter 529 of the Laws of 1887 of this State, it is provided that: "Ten hours labor, to be performed within twelve consecutive hours, with reasonable time for meals, shall constitute a day's labor in the operation of all street-surface and elevated railroads owned or

operated by corporations incorporated under the laws of this State," in "cities of more than 100,000 inhabitants."

By section 2 of said act it is provided that: "It shall be a misdemeanor for any officer or agent of any such corporation to exact from any of its employés more than ten hours labor, the same to be performed within twelve consecutive hours, with not less than one-half hour for dinner, constituting a day."

You will please take notice that every officer and agent of the Atlantic Avenue Railroad Company is under instructions to comply strictly with the provisions of the above law, and that you are only "permitted to work any longer period at your own request, for additional compensation," with the consent of the company.

For the services of conductors and drivers compensation is and will be made for the number of trips run daily, as heretofore, until further notice, in accordance with the agreement of January 17, 1888, and every employé of the company who is now voluntarily performing more than ten hours labor inside of twelve consecutive hours, and who does not wish to continue the same, is hereby notified to so inform the foreman of the depot at which he works, or the secretary of the company, and his desire will be at once complied with.

Respectfully.

WILLIAM RICHARDSON,
President.

On the twenty-fifth of January the Board learned that the Atlantic Avenue railroad lines had been tied up. Commissioner Donovan immediately went to Brooklyn, and placed himself in communication with the officers of the company and the representatives of the employés.

He met President Richardson at his residence (where he was confined by illness) and received from him a statement of his negotiations with the representatives of the employés prior to the strike. Mr. Richardson stated that he would not, under any circumstances, have any further conference with the executive board, or make any agreement with them; and that he would conduct all future negotiations with his late employés.

Late that night Commissioner Donovan met the executive board of District Assembly No. 75, who stated that the trouble was caused by Mr. Richardson's refusal to make an agreement with his employés; by the issuing of the circular of January twenty-second and by the posting of a new time-table for the running of cars upon the Fifth avenue lines, whereby the wages of the drivers and conductors would

be reduced from two dollars to one dollar and seventy-one cents per day.

Having learned the causes of the trouble it was deemed advisable to invite a joint conference with a view to affecting an amicable settlement by mediation, if possible. For that purpose the following requests were forwarded to the parties:

STATE OF NEW YORK:

STATE BOARD OF MEDIATION AND ARBITRATION,
BROOKLYN, *January* 26, 1889.

WM. RICHARDSON, Esq.,

President Atlantic Avenue Railroad Company:

DEAR SIR.—You and the other officers of your company are respectfully requested to meet a member of the State Board of Mediation and Arbitration at Arcanum Hall, 407 Bridge street, in the city of Brooklyn, N. Y., Saturday, January 26, 1889, at 1 o'clock, P. M., with a view to devising some means whereby a settlement of the differences between your company and its late employés can be effected.

Yours respectfully.

CHAS. J. MADDEN,
Secretary.

STATE OF NEW YORK:

STATE BOARD OF MEDIATION AND ARBITRATION,
BROOKLYN, *January* 26, 1889.

THOS. J. COOPEY, Esq.,

Chairman Executive Board D. A. No. 75*:*

DEAR SIR.—You and your associate members of the executive board are respectfully requested to meet a member of the State Board of Mediation and Arbitration at Arcanum Hall, 407 Bridge street, in the city of Brooklyn, N. Y., Saturday, January 26, 1889, at 1 o'clock, P. M., with a view to devising some means whereby a settlement of the differences between the Atlantic Avenue Railroad Company and its late employés can be effected.

Yours respectfully.

CHARLES J. MADDEN,
Secretary.

At the time and place appointed for the conference Commissioner Donovan met the executive board of District Assembly No. 75, Knights of Labor, representing the late employés. The Atlantic Avenue Railroad Company was not represented.

Following is a report of the proceedings :

Commissioner DONOVAN.—Last evening I had interviews with the president and the secretary of the Atlantic Avenue Railroad Company, and with the executive board of District Assembly No. 75, in reference to the trouble existing between the company and its late employés. Both sides have been requested to meet here to-day in joint conference with a view to devising some means of settlement. No reply has been received from the company and they are not represented here. I see present the executive board of District Assembly No. 75, representing the men, and in order that no misunderstanding may arise as to the duties and powers of the Board in this matter, it is deemed advisable to adjourn this conference until 3 o'clock this afternoon.

In the meantime I will communicate with the officers of the company. The Board is guided entirely in its action in this matter by a desire to benefit the people of the city. It is not right that forty or fifty thousand people should be discommoded and kept without means of transit to their homes or places of business because of the differences between the employés and the company, and the Board would be derelict in its duties if it did not take action looking towards a settlement. I therefore trust both sides will meet this afternoon with that object in view, and come prepared to arrange their differences.

ANDREW D. BEST.—I would like to say that we have on every occasion offered to refer any question in dispute to arbitration, but Mr. Richardson has always refused to so refer any matter. While we are perfectly willing now, we don't know whether he is or not. And we would like to state, for the benefit of the public and the Board of Mediation and Arbitration, that we are willing, at the present time, to enter into negotiations with representatives of the company. And, furthermore, as it has been stated by the Atlantic Avenue Company that we are excessive in our demands, we offer to prove to Mr. Richardson, if proof be necessary, that at no time, since we have entered into negotiations with the company, have we asked for anything which has not been granted by every other road in the city of Brooklyn, even the ones that claimed to be the most poverty stricken.

Commissioner Donovan quoted section 9 of chapter 63, Laws of 1887, defining duties and powers of the Board, and said :

Unfortunately we have but one side here at what was intended to be a conference of both sides with the object of effecting a settlement. We have received no answer to the communication forwarded to President Richardson, but we will endeavor to have the company represented here to-day.

Adjourned until 3 P. M.

The following communication was forwarded to Mr. Richardson:

WILLIAM RICHARDSON, Esq.,
President Atlantic Avenue Railroad Company:

DEAR SIR.—By direction of the Board of Mediation and Arbitration I forwarded to you this morning an official request that you, or any officer of your company, meet a member of the Board of Mediation and Arbitration at Arcanum hall, No. 407 Bridge street, at 1 P. M. to-day, with a view to devising means whereby a settlement of the difficulties between the company and its late employés may be effected. A similar request was forwarded to the representatives of your late employés, and at the appointed time your late employés alone were represented. Not having received any communication with reference to said request, Commissioner F. F. Donovan adjourned the conference until 3 o'clock this afternoon. In view of the large interests concerned, and the inconvenience to the public occasioned by the cessation of traffic on your several lines, we again urgently request that a representative or representatives of your company attend the conference at the time and place above specified, with the object in view of endeavoring to effect a settlement.

Respectfully yours.

CHARLES J. MADDEN,
Secretary.

In reply to the above Mr. Richardson made the following statement to the stenographer employed by the Board, at his residence No. 135 South Oxford street, Brooklyn:

There is no reason why we should meet our late employés, who discharged themselves on Friday morning last, at any other places than the offices of the company, at Atlantic and Third avenues. We issued the following communication to the drivers and conductors last night, which describes our position very fully:

OFFICE OF THE ATLANTIC AVENUE RAILROAD COMPANY, OF BROOKLYN,
BROOKLYN, *January* 25, 1889.

To the Conductors and Drivers lately working for the Atlantic Avenue Railroad Company of Brooklyn:

Word reached me at 4 o'clock this morning at my house, to which I have been confined by illness for the past four days, that you had stopped work, without giving notice to any officer of the company of your intention to do so. It has been evident from the first that it was the desire of the executive board of District 75, Knights of Labor,

to embarrass this company as far as it was in their power to do so. That board, as you are aware, is composed of three employés of the Brooklyn City Railroad Company and two of the Broadway Railroad Company, of this city. That no representative of this company, the second largest in the city of Brooklyn, was placed on that board, must have been an intentional omission.

On January 17, 1888, this company made an agreement with its employés, of which the following is a copy:

AGREEMENT, made Brooklyn, January 17, 1888, between William Richardson, president of The Atlantic Avenue Railroad Company of Brooklyn, on behalf of said company, and James H. Magee, James P. Graham, James F. Downing, Thomas King and Mortimer O'Connell, the executive board of District Assembly No. 75, representing employés of said company who are members of Local Assemblies Nos. 7269 and 9572.

First. No conductor, driver or other person employed in the operation of the railroad shall be *required* to work more than ten hours per day, the labor to be performed within twelve consecutive hours; nor shall the company, or any of its officers or agents, *exact* from any of its employés more than ten hours labor, the same to be performed within twelve consecutive hours, with not less than half an hour for dinner, for a day's work; provided, however, that all employés shall be *permitted* to work any longer period at their own request for additional compensation.

Second. All conductors and drivers going to work before 6 o'clock A. M. shall have not less than twenty minutes for breakfast, if they desire it, and thirty minutes for dinner. All conductors and drivers going to work after 6 and before 11.30 o'clock A. M. shall have at least thirty minutes for dinner, and twenty minutes for supper, if they desire it, unless their work is ended before 7 o'clock P. M.

Third. A reasonable number of "trippers" may be run as at present on regular tables. All regular trippers and "swing" cars to be paid not less than one dollar and fifty cents per day.

Fourth. Hostlers, feedmen, car-cleaners and changers shall not be required to labor more than ten hours per day, to be performed within twelve consecutive hours, allowing the other two hours for meals. Extra time to be paid for at the same rate.

Fifth. The cleaning of cars, inside and outside, to be done by others than conductors and drivers, so as to be ready for next day's use.

Sixth. The pay of conductors and drivers shall be at the rate of: Fifth avenue line and Seventh avenue line, seven trips to ferry, or eight

trips to bridge, for two dollars; Ninth avenue line, six trips to ferry, or seven trips to bridge, or four trips to ferry and three trips to bridge, two dollars; Bergen street line, eight trips to ferry; Butler street line, nine trips to ferry; Crosstown line, eleven trips from bridge to Hamilton ferry, two dollars. On Fifth and Seventh avenue lines, six trips to ferry and one trip to bridge shall receive the same pay as if all the runs were to ferry. A greater or less number of trips voluntarily run in a day by a conductor or driver, at his request, shall be paid at the same rate.

Seventh. Hostlers, feedmen, car-cleaners, changers and other adult workmen about the depots shall be paid at the rate of one dollar and seventy-five cents per day or night. The driver of a snow-plow or sweeper, three dollars per day or night; and to the first-assistant driver two dollars and fifty cents per day or night. Trackmen shall receive not less than two dollars a day; for pavers, one dollar and seventy-five cents per day for rammers, and one dollar and fifty cents per day for laborers; with double pay for track work on nights or Sundays, and one and a half times pay for snow work at night and Sunday. Men working in the summer shall have preference for work in winter, at the same rate of wages per day, so far as work of any kind is needed. Towboys are to receive one dollar per day, to consist of ten hours inside of twelve hours, with thirty minutes for dinner.

Seventh (a). All towboys shall be allowed one dollar extra for for each seven days work, as a premium for good and faithful behavior, commencing with January 1, 1888, and payable for the time accrued on the first day of June and the twenty-fourth day of December. Boys discharged for cause approved by the executive board, shall not receive any portion of the extra allowance; but the same shall be divided pro rata for the time served, to those boys who are in the employ of the company on the first day of June and the twenty-fourth day of December, respectively.

Eighth. Conductors and drivers shall be relieved from responsibility for their cars and teams while at meals, during which time they shall be relieved from duty. A suitable place shall be provided at such depot where extra men may sit and eat.

Ninth. Truck-drivers shall not be required to work more than sixty hours per week, at two dollars a day. No work shall be required from them on Sunday.

Tenth. When employés are suspended for any offense, they shall not be required to attend any "changes" or do other service, unless paid therefor.

Eleventh. Conductors or drivers shall not be required to clean their cars, except when they are on the road. All supplies needed for run-

ning of cars or the operation of stoves, lamps, etc., shall be furnished by the company, and shall include bells and bell-straps for teams; but all employés shall be held responsible for the proper care of all supplies in their charge.

Twelfth. When four horses are required to a car, two drivers shall be placed in charge.

Thirteenth. Hostlers shall not be required to take care of more than twenty horses. No extra work shall be asked of hostlers or stablemen, except the stowing of meal, feed, hay or oats.

Fourteenth. Drivers shall not be required to hitch or unhitch any horses; but the same shall be brought to the change-room ready for the drivers, except in the case of snow-plows and sweepers.

Fifteenth. The granting of excuses shall be in accordance with the regulations adopted by this company, a copy of which is hereto annexed.

Sixteenth. In all cases where a car is detained on the road, through fire or other unavoidable accident, not the fault of the employé, he shall be paid for the time thus unavoidably consumed for so much of the time as exceeds the twelve consecutive hours of service, within which labor may be lawfully demanded.

Seventeenth. No employé shall be discharged by this company, or discriminated against by the company or any of its employés, because of his connection or non-connection with any labor organization.

Eighteenth. Should a car of this company receive damage of any kind while in charge of a conductor, driver or other employé, said employé, upon furnishing the uncontested evidence of at least two responsible witnesses, whose statements of the facts shall exonerate said employé from blame, shall not be charged with any of the expense thereof; but nothing herein shall apply to cases of collision between cars, or with standing vehicles.

Nineteenth. All conductors will be allowed to retain their "runs' until they are jumped or discharged. Conductors shall take precedence on their respective lines in their order of seniority with the company, and remain on the roads on which they are at present working, unless changed by consent.

Twentieth. Before any employé is suspended on any complaint from a person not officially connected with the company, the case shall be investigated; and in a case where charges are preferred by an employed official against any conductor or driver, the said charges shall be given a hearing in the presence of both parties, if so desired by the conductor or driver, so that he may have a chance to defend himself.

Twenty-first. Extra work or overtime, such as trips to ball grounds, railroad depots or ferries, where cars have to wait to be loaded, shall be paid at regular trip rates from the time that the cars leave their several depots until their return.

Twenty-second. Extra conductors and drivers who are employed may volunteer to run extra trips in addition to the tables now in force, at such price per trip as shall be offered by the company, which shall not be less in any case than the regular trip rate. But no man who fails or declines so to offer his services shall suffer in consequence thereof.

Twenty-third. Each employé discharged shall be furnished in writing with the cause of his discharge, if requested by him; this writing not to be made the basis of any legal proceeding.

The foregoing is a full settlement of all matters between the Atlantic Avenue Railroad Company and its employés, herein described, who hereby gave their consent to the same, in writing, witnessed by the master workman and secretary of their respective organizations; and is to continue in force until the first day of January, 1889, and after that until ten days written notice is given by either party to the other.

In witness whereof we have signed the same, the day and year first above written.

ATLANTIC AVE. R. R. CO. OF BROOKLYN,
By WILLIAM RICHARDSON, *President.*
JAMES H. MAGEE, *Chairman.*
MORTIMER O'CONNELL, *Secretary.*
JAMES F. DOWNING.
THOMAS KING.
JAMES P. GRAHAM.

RULES RELATING TO EXCUSES OF CONDUCTORS AND DRIVERS.

The foreman has power to grant an excuse, not to exceed two days.

Should a conductor or driver desire to be excused for a longer time, written application must be made at the office before 12 o'clock noon on the day preceding that for which he desires to be excused.

When conductor or driver is excused by the foreman, or when he is excused from the office, as soon as the excuse is received at the depot, his name must be placed immediately on the excuse-list (which must

be kept where all the extras can see it), and the length of time for which he is excused set opposite his name.

In case of serious sickness or injury after a conductor or driver has started on his day's work, the foreman may excuse him for the balance of that day and, if necessary, for the following day only. In such a case, the man's name must be posted in writing at once on the excuse-list, with the time for which he was excused.

In a case of emergency, other than sickness, the watchman may excuse a conductor or driver whose car goes out in the morning before the foreman's arrival at the depot, provided the application is made in person at least ten minutes before the time he is required to report for his car, when his name must be placed at once on the excuse-list.

A conductor or driver can be excused by the foreman not to exceed two days, in case of serious sickness of either himself or a member of his family, provided such sickness is reported at the depot at least ten minutes before the time he is required to report for his car, so that his name may appear on the excuse-list at least twenty minutes before the starting time of his car.

When the illness of a conductor or driver is so serious as to keep him from his work more than two days, he must notify the office in writing of the same, during office hours, at least one hour before the expiration of his excuse at the depot.

Extra conductors and drivers are not required to report for duty until ten minutes before the starting time of the cars they ran on the day previous.

A conductor or driver of a night car who desires to be excused must apply to the foreman at least ten hours previous to the starting time of his car, except in an emergency or for sickness, so that the extra designated to run the car may be relieved from attending further changes during that day.

When an extra conductor or driver is excused for more than one week, his numerical position upon his return to duty on the list will be the same he held at the time of his excuse.

BROOKLYN, *December* 1, 1887.

About twelve days before the first day of January, Thomas Coopey, Master Workman of District Assembly 75, and a member of the executive board, served notice on the company that said agreement would terminate January 1, 1889, at 3 o'clock, A. M. Had it not been for that notice, the said agreement would still be in force. Early in Jan-

uary Mr. Coopey handed me a proposed form of agreement for 1889, of which the following is a copy:

BROOKLYN, N. Y.

AGREEMENT between the Atlantic Avenue Railroad Company, of Brooklyn, N. Y., and the employés of said company.

First. No conductor, driver, or other person employed in the operation of the lines of the Atlantic Avenue Railroad Company shall be required to work more than ten hours per day, the labor to be performed within twelve consecutive hours; nor shall the company or any of its officers, agents, etc., exact more than ten hours labor, the same to be performed within twelve consecutive hours, for a day's work.

Second. All conductors and drivers going to work before 7 A. M. shall have not less than twenty minutes for breakfast and thirty minutes for dinner; and conductors and drivers going to work after 7 A. M. and before 11 A. M. shall have not less than thirty minutes for dinner and twenty minutes for supper, unless their work is ended before 7 P. M., when the time for supper may be dispensed with. Late run men shall have their supper time between the hours of 6 P. M. and 8 P. M.; at least twenty minutes for same.

Third. Not less than three-quarters of the entire number of cars run on any line shall be straight full day cars, and not more than one-quarter of the entire number of cars shall be trippers; the work on trippers to be performed within twelve consecutive hours; and no tripper shall pay less than one dollar and fifty cents per day.

Fourth. Hostlers, hitchers, feedmen, car-cleaners, changers, and all other employés about the depot shall not be required to labor more than ten hours per day, or night, the same to be performed within twelve consecutive hours, allowing the other two hours for meals.

Fifth. The cleaning of cars, both inside and outside, to be done by other than conductors and drivers (and cars to be switched off on straight rail ready for use).

Sixth. Hostlers, feedmen, car-cleaners, changers, and other persons working about the depots or mill, shall be paid at the rate of one dollar and seventy-five cents per day or night. Night watchmen to receive not less than two dollars per night. Snow-plow and sweeper drivers to be paid three dollars per day or night; first assistants on same, three dollars; and helpers on same, two dollars and fifty cents. Double pay for trackmen on night-work and on Sundays, and one and one-half pay for snow work on nights and Sundays (Saturdays work to consist of nine hours for full day's pay). Truckmen shall take work

in winter according to seniority, as far as work of any kind is needed. Towboys are to receive one dollar and twenty-five cents per day, the same to be paid in full every week. Their day's work to consist of ten hours, within twelve consecutive hours, with thirty minutes for dinner and twenty minutes for supper. (Towboys not to be asked to wash or put away harness or cars.)

Seventh. Conductors and drivers shall be relieved of all responsibility for their cars and teams, while at meals, at which time there shall be a relief at all depots, with suitable place where men may sit and eat.

Eighth. Truck-drivers shall not be required to work more than ten hours per day, with one hour for dinner at the end of the first five hours, pay two dollars, and no work on Sundays required of them.

Ninth. Suspended employés to get a hearing immediately, and shall not be asked to attend changes, or to do other work unless paid for time lost.

Tenth. Stoves shall be supplied with wood and paper ready for lighting. Lamps shall be filled, and lamp globes cleaned and placed in cars by others than conductors and drivers. All supplies necessary for the operation of the cars shall be furnished by the company, including bells and bell-straps.

Eleventh. When four horses are required to a car, two drivers shall be placed in charge.

Twelfth. Hostlers shall not be required to take care of more than eighteen horses, and shall do no extra work, except stowing of hay, feed and straw, within working hours.

Thirteenth. Drivers shall not be required to harness or unharness horses; the same shall be brought to change-room ready for drivers, except in cases of snow-plow and sweepers.

Fourteenth. The person in charge of each depot shall have power to excuse conductors and drivers until they report to work. No conductor, driver or other employé shall be compelled to work when there is an extra to take his place.

Fifteenth. When a car is detained on the road through fire or unavoidable accident, the employés shall be paid as if running on the road, and receive extra pay for all time exceeding the twelve consecutive hours of their run.

Sixteenth. No employé shall be discharged or discriminated against by this company or any of its officers or employés because of his connection or non-connection with any labor organization.

Seventeenth. Should a car of this company receive damage of any kind, while in charge of any employé, the same shall, on furnishing

evidence of at least two reputable witnesses whose statements shall exonerate said employé, be exonerated from all blame and charges, and shall not (under any circumstances) be compelled to collect bills for damages to cars, etc.

Eighteenth. All conductors and drivers shall be allowed to retain their runs until jumped or discharged, and shall take precedence on their respective lines according to seniority with the company, and remain on the road on which they are at present working, unless changed with their consent and that of the president.

Nineteenth. Before any employé is suspended on any complaint of a person not officially connected with the company, the case shall be investigated; and where charges are preferred by an employed official against any conductor, driver, or other employé, said charges shall be heard in the presence of both parties, so that employé may have a chance to defend himself (with his representative present).

Twentieth. Every employé discharged shall be furnished in writing with cause of his discharge if required by him (or his representative), the writing not to be made the basis of any legal proceedings against the company.

Twenty-first. The number of extras at any depot not to exceed one-quarter of the number of runs on table at such depot. Extras to receive work according to seniority.

Twenty-second. As some recognition of Sunday, eight consecutive hours shall constitute a full day's work with full day's pay on Sundays.

Twenty-third. The roadway between rails to be sanded every second day, and all switches oiled twice daily, and an oil can placed at each depot for use of drivers.

Twenty-fourth. All committees of the employés to be granted interviews promptly with either the president or his representatives.

Twenty-fifth. All extra work about any depot shall be given to the regular extras at such depot at one dollar and seventy-five cents per day.

Twenty-sixth. Driver Charles Gallagher shall be reinstated to his car on Fifteenth street line.

Three times the board called upon me since that time, each time insisting upon section 26 being considered as part of the proposed annual agreement; to which I refused my assent. No other point or claim was considered or discussed.

On Friday, January eighteenth, the committee called at the company's office, and notified me that they had reconsidered and abandoned the claim in section 26, viz.: "That Charles Gallagher be reinstated to his car on the Fifteenth street line," and appointed a

meeting for the next afternoon. The committee met the next afternoon, and at the meeting I proposed to the committee, on behalf of the company, an agreement of which the following is a copy:

AGREEMENT, made Brooklyn, January —, 1889, between William Richardson, president of the Atlantic Avenue Railroad Company of Brooklyn, on behalf of said company and the employés of said company.

First. No conductor, driver, or other person employed in the operation of the railroad shall be *required* to work more than ten hours per day; the labor to be performed within twelve consecutive hours; nor shall the company or any of its officers or agents, *exact* from any of its employés more than ten hours labor, the same to be performed within twelve consecutive hours, with not less than half an hour for dinner, for a day's work; provided, however, that employés may be permitted to work any longer time at their own request, for additional compensation, with the consent of the company.

Second. All conductors and drivers going to work before 6 o'clock A. M., shall have twenty minutes for breakfast, if they desire it, and thirty minutes for dinner. All conductors and drivers going to work after 6 and before 11.30 o'clock, A. M., shall have thirty minutes for dinner, and twenty minutes for supper, if they desire it, unless their work is ended before 7 o'clock P. M.; provided that the twenty minutes for breakfast or supper, so desired and allowed, shall be in addition to the time necessary to run the trips specified in section 5 of this agreement.

Third. The hostlers, feedmen, car-cleaners, changers and other adult day laborers shall be required to labor ten hours per day or night for a day's work, to be performed within twelve consecutive hours, allowing the other two hours for meals. Extra time to be paid for at the same rate.

Fourth. The cleaning of cars, inside and outside, to be done by others than conductors and drivers, so as to be ready for the next day's use.

Fifth. The pay of conductors and drivers shall be at the rate of: Fifth, Seventh and Ninth avenue lines, seven trips to ferry or eight trips to bridge for two dollars; Bergen street line, eight trips to ferry; Butler street line, nine trips to Wall street ferry; Crosstown and Fifteenth street lines, eleven trips to Hamilton ferry, two dollars. On lines to Fulton ferry, six trips to ferry and one trip to bridge, the same pay as if all were run to ferry. A greater number of trips voluntarily run in a day by a conductor or driver, at his request or consent, and any less number of trips run shall be paid for at the same rate.

Sixth. Hostlers, feedmen, car-cleaners and changers and other adult workmen about the depots shall be paid at the rate of one dollar and seventy-five cents per day or night, with same rate of pay for additional time. Watchmen, thirteen dollars a week. The driver of a snow-plow or sweeper, and the first assistant driver, at the rate of two dollars and fifty cents per day or night. Towboys are to receive one dollar a day, to consist of ten hours inside of twelve hours, with thirty minutes for dinner.

Sixth (a). All towboys shall be allowed one dollar extra for each seven days work, as a premium for good and faithful behavior, commencing with January 1, 1889, and payable for the time accrued on the first day of July and January ensuing. Boys discharged for cause approved by the executive board shall not receive any portion of the extra advance; but the same shall be divided, *pro rata*, for the time served, to those boys who are in the employ of the company on the first day of July and January respectively.

Seventh. Conductors and drivers shall be relieved from responsibility for their cars and teams while at meals away from their cars, after placing their cars as directed by the foreman, during which time they shall be relieved from duty. A suitable place shall be provided at each depot where extra men may sit and eat.

Eighth. When employés are suspended for any offense, they shall not be required to attend "changes" or do other service, unless paid therefor.

Ninth. Conductors and drivers shall not be required to clean their cars, except when they are on the road. All supplies needed for running of cars or operation of stoves, lamps, etc., shall be furnished by the company, and shall include bells and bell-straps for teams; but all employés shall be held responsible for the safe keeping and proper care of cars, teams and all supplies in their charge.

Tenth. When four horses are required to a car, two drivers shall be placed in charge.

Eleventh. Hostlers shall not be required to take care of more than twenty horses, but may be required to do any other work about the company's premises during their hours of duty.

Twelfth. Drivers shall not be required to harness or unharness horses, but the teams shall be brought to the change-room ready for the drivers, except in case of snow-plows and sweepers.

Thirteenth. The granting of excuses shall be in accordance with the regulations adopted by this company, a copy of which is hereunto annexed. (See above.)

Fourteenth. In all cases where a car is detained on the road, through fire or other unavoidable accident, not the fault of the employé, he

shall be paid for the time thus unavoidably consumed for so much of the time as exceeds the twelve consecutive hours of service, within which labor may be lawfully demanded. But it shall be the duty of employés to get cars forward on the road with the least possible delay.

Fifteenth. No employé shall be discharged or discriminated against by this company or any of its employés because of his connection or non-connection with any labor organization.

Sixteenth. Should a car of this company receive damage of any kind or be found damaged, while in charge of a conductor, driver or other employé, said employé, upon furnishing the uncontested evidence of at least two responsible witnesses whose statements of the facts shall exonerate said employé from blame, shall not be charged with any of the expense thereof; but nothing herein shall apply to cases of collision between cars or with other vehicles.

Seventeenth. All conductors shall be allowed to retain their "runs" until they are jumped or discharged. Conductors shall take precedence on their respective lines in their order of seniority with the company.

Eighteenth. Before any employé is suspended on any complaint from a person not officially connected with the company he shall be heard in his defense; and in cases where charges are preferred by a passenger, or employed official, against any conductor or driver, the said charges shall be given a hearing in the presence of both parties, if so desired by the conductor or driver, so that he may have a chance to defend himself.

Nineteenth. Trips to ball-grounds, railroad depots or ferries, or other points, at which cars have to wait to be loaded, shall be paid for at regular trip rates from the time the cars leave their several depots until their return, unless unnecessarily delayed by the conductor or driver.

Twentieth. In order to properly accommodate the public, extra conductors and drivers, who are unemployed, may be required to run extra trips at a price per trip which shall not be less in any case than the regular trip rates.

Twenty-first. Each employé discharged shall be furnished in writing with the cause of his discharge, when requested in writing by him. This writing so furnished a discharged employé shall not be made the basis of any legal proceeding, to which he shall pledge himself in his request therefor.

Twenty-second. Any appointment may be reconsidered and revoked within ten days, without being considered a discharge.

The foregoing is a full settlement of all matters between the Atlantic Avenue Railroad Company of Brooklyn and its employés herein described, who hereby give their consent to the same in writing, and is to continue in force until the 1st day of January, 1890, and after that until ten days written notice is given by either party to the other.

In witness whereof we have hereunto signed the same the day and year first above written.

The committee inquired what objection I had to the agreement they proposed. I replied, "Because it would very materially increase the expenditures of the company, without any corresponding increase of service; and one thing was certain, the company could not and would not agree to increase the ratio of its expenditures for labor performed in 1889 over that made by it in 1888." I then offered to the board to renew in its entirety the agreement made January 17, 1888. This offer was declined by the board, without any reason being assigned. We then took up the agreement proposed by me, and went through it section by section. Out of twenty-two sections eleven were agreed upon. This meeting lasted over five hours, and at nearly half-past eight in the evening we adjourned till Monday afternoon at 4 o'clock. After the meeting closed, I said to the committee, "A number of representatives of the press are waiting to learn the result of the conference, what shall I say to them?" Mr. Thomas F. Byrne, a member of the board, replied, "Tell the press there is every indication of a peaceable settlement."

On Monday afternoon I again met the board at the company's office. At this time it became evident that the board wanted this company to pay the same for six trips as it had last year paid for seven, which the committee was informed could not be done; that the company's receipts would not allow any increase in the ratio of expenditure for the same service. After three hours discussion, during which no conclusive action was reached on any of the points discussed, we separated on account, as I then informed the committee, of my personal illness. This illness has since confined me to my residence, during which time I have heard nothing from the board or any employé on the subject.

The statement made by me on January twenty-second, addressed to the employés of the Atlantic Avenue Railroad Company, was intended only to assure you that the company, until an agreement should be

made, would pay the same rate of wages for the same service that it had done in the year 1888.

You have chosen to inconvenience the public by stopping the business of the company, without any notice or intimation of your intention to do so. It is our intention to resume the service on the different lines by putting other men in your places, unless you promptly report for work. Conductors and drivers who report for duty at the office of the company before next Monday, the twenty-eighth instant, will be allowed to resume their previous employments. New men who are put to work will not be discharged to make places for those who have left the company's employ.

Respectfully.

WILLIAM RICHARDSON,
President.

I stated to Mr. Donovan, when he called, that the executive board of District Assembly No. 45, make a false statement when they represent that they have conferred with me five times in reference to the proposed agreement for 1889. The first three meetings related solely to their claim for the retransfer of Charles Gallagher from Bergen Street line to the Fifteenth Street line. On Friday, January eighteenth, the board called on me at my office and said that demand had been withdrawn. We met, as per appointment, the following Saturday, January nineteenth, at 3 P. M., and went into conference over the proposed forms of agreement, one of which was submitted by the board to me, and the other proposed by me on behalf of the company. I offered, as stated in the communication, to continue in its entirety the agreement which had been in force until January 1, 1889. This they at once declined. After a five hours session we adjourned to meet Monday afternoon, the twenty-first, at 4 o'clock. We met on that day and were in conference until nearly 7.30 P. M., at which time I became too ill to continue any longer, and so informed the board. We separated, and since that time I have been continuously confined to my house by illness, On Tuesday afternoon I saw it published that the company was exacting from the men more than ten hours labor within twelve hours, with the intimation that the officers and agents should be punished therefor. This might be technically true, but only because our agreement for 1888 had been terminated by notice from the executive board, on January 1, 1889. I therefore addressed the employés stating that until further action the pay would continue the same as theretofore, and gave them their choice as to the number of trips they desired to run.

Many of the men informed Foreman August Doscher of the Fifth avenue depot that they desired to make but six trips instead of seven as they had theretofore been making. This necessitated a change in the time-table so as to give the public the same accommodation they had been receiving. This action, I understand, has been misrepresented so as to make an excuse for the strike which took place on Friday morning last. This strike took place without any communication with me or any other officer of the company since our parting last Monday afternoon, and this, as I have said, was only our second conference which took place on the question of the agreement for 1889. This was the second and not the fifth which took place in reference to the new agreement. No officer or member of the executive board nor any employé of the company has communicated with me or any other officer of the company since our meeting on Monday which was closed by my illness, which prevented its longer continuance. Under the foregoing circumstances I feel that there is nothing for us to do but to make every effort in our power to resume business as soon as possible with our former employés if they choose, with others, if they continue the discharge of themselves which they made on Friday morning last. The difference between the men and the company is just this:

The company offers to continue the same rate of pay in the future that they have paid in the past — *i. e.*, two dollars for seven trips on the Fifth and Seventh avenue roads, taking the same time as heretofore; or its equivalent on the other roads. The men demand the same pay for six trips as they have heretofore received for seven, and that the company declines most emphatically to do. I will be pleased to see Mr. Donovan or either of his colleagues, and while we are grateful for his desire to assist us in this matter, we can not see that there is that room for arbitration or necessity which there might have been before the strike, had it been proposed by the men. The men are now trying to accomplish by force what they feel sure they can not and ought not to succeed in by reason and argument.

Mr. Richardson's communication was read and Commissioner Donovan said:

You have heard the reply Mr. Richardson has sent, through the acting secretary, to the request of this Board for a conference. We would like the executive board to present their side of the case, so that I can lay the matter before the other members of the Board of Mediation and Arbitration by telegraph, and bring them here if necessary. We recognize in this matter something more than a differ-

ence as to wages, etc., between employés and employer. Public interests are at stake, and people living along the lines of the several roads are inconvenienced and discommoded, and it is not just or proper that the differences between employé and employer should be carried so far. It was with the intention of endeavoring to effect a settlement of the troubles upon these roads that arrangements were made for a conference, and we invited all concerned, so that this unfortunate condition of affairs might, if possible, be quickly terminated.

ANDREW D. BEST.— Mr. Commissioner, so far as the message which the president has sent is concerned, I might say it is absolutely false in many particulars. In the first place, we have never asked that two dollars be paid for six trips from Fifth avenue. We have never considered it a matter of dispute. By the terms of the agreement which we offered him, so far as this work was concerned, the arrangement was to be the same as last year. The only difference was that in reference to the meal time for the men. The provision in last year's agreement was that they should be allowed twenty minutes for breakfast and thirty minutes for dinner, if they so desired it. This placed every man in such a position that he would have to personally ask the company for his time. We desire to make an agreement in which will be specified the number of minutes a man may have for his meals. This Mr. Richardson positively refused to agree to. He insisted upon having inserted in the agreement the clause, "If he so desire it." This, as I have said, would necessitate a man's making an individual contract with the company for his meal times. The statement that he makes in regard to the executive board only calling on him twice in reference to the agreement is absolutely false. The executive board presented a proposed agreement to him and called on him afterwards in reference to the matter. It was not sent in as a demand, but as a basis of settlement. We proposed to arbitrate the matter and settle it if possible. We did not present it with the sole idea that if we did not get what we asked in it the men would go out and not work any longer. He took exception to the very last clause in the agreement, which demanded that driver Gallagher be sent back to the Fifteenth street line, from which he had been transferred. Now, in reference to that matter, this man Gallagher was suspended because he wouldn't pay an assessment or fine of two dollars and fifty cents for an alleged damage to his car. That damage was a small scratch, such as might have been made by a penknife or a pin, and running up and down, showing that it must have been made while the car was standing still. There was absolutely no evidence whatever

that the damage had been done to the car while it was in charge of either the driver or the conducter. At the time they were suspended the men were called to the office and told that before they could go to work they would have to agree to allow the company to deduct from their pay the two dollars and fifty cents. The conductor, however, while not admitting the justness of the deduction, decided not to lose any more time, but paid in his two dollars and fifty cents. The driver didn't propose to pay two dollars and fifty cents for something there were no facts to prove that he was guilty of, and there certainly was no evidence to prove that the car was damaged while in his charge. As a matter of fact, it was a scratch four or five inches long, not through the paint even, and I am informed on reliable authority that the damage could have been repaired for twenty-five cents. Now, because Gallagher objected to paying an assessment he was transferred. Now this was establishing a precedent, and men might be taken from a car or from a road at the whim of the president. Now, in asking for Gallagher's retransfer, the executive board felt that it was nothing more than justice, and while we did not insist on it as a demand, we looked upon it as a proper subject for discussion. He objected to it immediately, and would not discuss any other clauses until we agreed to strike it out. We were willing and wanted to take the sections of agreement up *seriatim*, but he again declined. Notwithstanding his statement that we did not call five times in reference to the agreement, I will say we did call five times for the purpose of discussing it. He said the first time we could not discuss it until we struck out that clause. We did not agree to do that, but left him to consider the matter. Two or three times the same thing happened. We didn't think we were asking for anything that was more than fair. Then, after we had been there three times, we thought, in the interest of peace, it might be better to strike this out for the time being, and, if possible, agree to leave it to arbitration, giving them one man, ourselves another, and those two to choose a third. He would not agree to any form of arbitration. We decided on the fourth visit to strike it out. We spent five hours at one session without coming to an agreement. He wanted everything his own way.

Mr. Best here read clause 16 of the company's proposed agreement. Continuing he said :

This provision, "nothing herein shall apply to cases of collision," practically nullifies the whole section, because this is almost the only way in which a car can receive damage by collision with another car or vehicle of some kind.

Mr. Best quoted section 11.

Mr. BEST.—That may not mean very much to those who know nothing about the business. The company may not ask the man to take care of more than twenty horses for that is as much as any man can do within ten hours possibly, but this other work means putting away hay or straw, shoveling snow, clearing tracks, etc., which means extra work without pay. No other company requires its men to do that and no company wants them to do it but this one which also will hold the man responsible for the proper care of those horses.

Mr. Best here referred to section five of the proposed agreement submitted by the company.

This portion of the section reading "A greater number of trips voluntarily run in a day by a conductor or driver at his request or consent and any less number of trips run shall be paid for at the same rate,'" may not seem important to the public but it is to railroad men. It is true they are not required to run these extra trips but we know what it means. It is unfair to run trips at trip rates, probably one in the morning and one in the afternoon, and for this he would receive the munificent sum of fifty cents or less, probably. At the present time none of the roads ask for this, and where is there any reason why the president of the Atlantic Avenue Company should do it. We feel it to be an injustice and a step in a direction in which we are not traveling at present. Now we propose to strike out the last part of that section. We do not ask for any increase in wages, we do not ask for any decrease in the number of trips, and the statement he makes in this matter is absolutely false. The conductors and drivers are satisfied to leave it to the provisions of the State law governing a day's work on street railroads.

Mr. DONOVAN.—Two dollars per day for ten hours work within twelve?

Mr. BEST.—We don't state anything at all about wages.

Q. But is that what you desire? A. Decidedly so.

Q. The same as is being done by other companies?

Mr. BEST.—I might say that there has been nothing asked of Mr. Richardson that every other company in Brooklyn isn't doing now. The proportion of full day cars over trippers, as granted on every other line, is in excess of the demand made upon Mr. Richardson by his employés, and they would be satisfied with it. Heretofore the proportion of trippers to straight runs has been half and half. On the Brooklyn city railroad that proportion is three-quarters and one-quarter. We have always taken into consideration the earning capacity and acted in the interest of the men accordingly. Some of Mr. Richardson's lines pay quite as well, if not better, than others

in the city and we see no reason why he should not pay the wages that are now being paid throughout the city, and further; we see no reason why men should work two hours longer, and for the same pay that men are receiving throughout the city.

Commissioner Donovan.—It is our duty in cases like this to proceed to the place and endeavor by mediation to bring about a settlement of the difficulty. As above stated, I heard a statement from Mr. Richardson last night, and I also received a statement from the executive board of District Assembly No. 75, similar to that given by Mr. Best. We deemed it our duty to endeavor to bring both parties together in joint conference this afternoon. The people watch closely these proceedings, and with apprehension view the probability of turmoil and disorder.

Mr. Richardson, in his statement to the stenographer, says that the executive board has not called on him since Monday evening last. Now, gentlemen of the executive board, we suggest that you, as the representatives of the men, having their interests at heart, should make another attempt to have a consultation with Mr. Richardson, and if you desire the assistance of the Board in any way, we shall be only too happy to be present.

In the meantime I will communicate with the other members of the Board and request them to come to this city at once.

Mr. Seaman (representing the employés of the Butler street line).—I would like to say in reference to Mr. Richardson's assertion of illness on the Monday evening the Board was at his office, that he said at the time that he didn't like to keep his office open later than 7 o'clock. After several attempts to come to an agreement he was asked to specify the proportion of trippers to straight runs, but he refused to comply. He said he did not want to make agreements beforehand for what might happen in the future. When the executive board couldn't see it in that way, he said: "All right; suit yourselves about it."

Mr. Rellihan.—He also informed us that there was no other way; therefore, we couldn't make any settlement with him.

Mr. Donovan.—When you left Mr. Richardson on Monday night, did you understand that nothing further could be accomplished towards an agreement?

Mr. Rellihan.—Exactly.

Mr. Donovan.—Are we to understand that you desire the State law (ten hours within twelve) enforced and that the men shall be paid two dollars for a day's work; while, on the other hand, Mr. Richardson is willing to obey the State law if you make a proportionate decrease in wages and give the men the right to work longer hours if they so desire.

Mr. BEST.— He wants, in case any of his employés are violating the State law, to have an individual contract with him.

Mr. DONOVAN.— I have exhausted all the power at my command, or placed in my hands by the Board, to whom I will telegraph the result of my efforts. In the meantime I will remain in the city, and will do anything in my power to bring about a settlement.

Mr. BEST.— In reference to our demands upon the company, I want to say that we went over every section in the agreement and he absolutely refused to amend or alter it in any particular. He wasn't willing to arbitrate, and practically said: "Gentlemen, there is what I propose; if you don't like it you don't need to take it; I don't propose to enter into any contract whereby the expenses of this company are going to be increased one cent." He would not arbitrate, and while we were willing to meet him fairly, we would have to waive everything and sacrifice the rights of the people we represented.

On the twenty-seventh of January the difficulty had assumed such a serious aspect that Commissioner Donovan requested the other members of the Board to come to Brooklyn immediately. On the twenty-eighth the Board met in that city and addressed the following communication to Mr. William Richardson, president of the Atlantic Avenue Railroad Company:

HOTEL ST. GEORGE, BROOKLYN, N. Y.

WILLIAM RICHARDSON, Esq.,

President Atlantic Avenue Railroad Company:

DEAR SIR.— In view of the great inconvenience to the public of Brooklyn, dependent upon the lines of your company for travel, caused by a strike of the employés commenced on Friday morning last and still continuing, and by the company's failure to secure the service of other hands to operate the road, the State Board of Mediation and Arbitration renews the tender of its offices for bringing about some settlement or arrangement by which traffic may be resumed and the people served, before considering its duty under the section of the statute which provides for an investigation in case all efforts at mediation and arbitration fail. To this end you, or some representative of your company authorized to act for it, are invited to meet the Board at the chamber of the board of supervisors, city court house, at 4.30 o'clock this afternoon.

Respectfully yours.

WILLIAM PURCELL,
GILBERT ROBERTSON, JR.,
F. F. DONOVAN,
State Board of Mediation and Arbitration.

At 4 o'clock P. M., the Board met at the chamber of the board of supervisors, all the members of the Board being present. No representive of the company attended the meeting, but William J. Richardson, secretary of the company, notified the board that the company would send a reply to the communication they had received as soon as such reply could be prepared.

The representatives of the employés were invited to meet the Board at the same place at 5 o'clock. At that hour the following members of the executive board of District Assembly No. 75, Knights of Labor, appeared before the Board: Messrs. Thos. J. Coopey, Andrew D. Best, Patrick Rellihan, Thos. F. Byrnes and August Wilson.

Mr. Rellihan, on behalf of the executive board, stated that the demands of the employés were reasonable ; that the executive board had made every effort to settle with Mr. Richardson upon an amicable basis; and that they had always been, and were then, willing to have the differences between the company and its employés adjusted by the State Board of Mediation and Arbitration, or by a local board of arbitration, selected by the parties to the controversy ; that on that day they had sent a communication to Mr. Richardson, expressing their willingness to have a conference with him and settle the difficulty on any fair basis ; and that they had received no reply to that communication.

Commissioner Donovan stated that excited crowds of people were congregated about some of the depots of the Atlantic Avenue Railroad Company, and he requested the executive board to use every means at its command to prevent any violence on the part of the men. Mr. Rellihan replied that none regretted these acts of violence more than the executive board ; and that they had repeatedly counseled the men to keep the peace, to remain cool, and not to be goaded into acts of violence; that there had been certain little acts of disorderly conduct, but he thought that the men generally had shown a wonderful restraint; that there was a limit to the control which they had over the men, and that they could not be held responsible for every offense that was committed.

Chairman Purcell stated that the Board could do nothing further until the promised communication from Mr. Richardson was received; that if it was considered desirable, the Board would then communicate with the representatives of the employés ; and that, if all efforts to reach a settlement failed, the question of making an investigation would then be considered.

This conference was then adjourned.

Immediately after adjournment Hon. B. F. Tracy appeared on behalf of the Atlantic Avenue Railroad Company, and he was afterwards joined by the secretary and the treasurer of the company.

After explaining the delay of the company in answering the communication of the Board, Mr. Tracy stated that, as he had hastily gathered the facts from Mr. Richardson, he understood that there was nothing to arbitrate except the question as to whether the company should increase its expenses $53,000 per year, and that such a proposition could not be entertained for a moment; that the company had offered to renew the contract of last year just as it was drawn and executed; that if there was any question as to the construction of any of the provisions of that contract, or if there was any question as to the good faith of the company in regard to any contract which it had already made or was prepared to renew, he had no doubt that the company would be willing to submit the matter of the interpretation of such contract to the Board of Arbitration.

The members of the Board requested that a joint conference be held between the representatives of the company and the representatives of the employés, so that the statements of both parties could be heard, and some means of settlement suggested. Mr. Tracy and the other representatives of the company replied that this was impossible, inasmuch as Mr. William Richardson had entire charge of this matter on the part of the company, and was the only man who was familiar with it, and that he was confined to his house and physically unable to undergo such a conference. After a lengthy discussion of the matter, Mr. Tracy stated that the company would confer with a committee of its late employés, on behalf of said employés, at the office of the company, with a view to devising means of settlement of the present difficulties, but they would not meet the executive board of District Assembly 75.

A communication, stating these facts, was sent to the executive board with a request that it be laid before the employés for consideration, and that the Board be advised of their action thereon at the earliest possible moment.

At an early hour on the twenty-ninth the Board received the following reply:

OFFICE OF THE EXECUTIVE BOARD,
EMPIRE PROTECTIVE ASSOCIATION, D. A. 75, K. OF L.,
BROOKLYN, N. Y., *January* 29, 1889.

CHARLES J. MADDEN, *Secretary:*

DEAR SIR.—Your communication of yesterday, submitting the proposition made by the Atlantic Avenue Railroad Company, by which they agree to treat with a committee of employés, but refuse to deal with the executive board of D. A. 75, K. of L., was duly received. In compliance with the suggestion of the Board of Mediation and Arbitration, the proposition was in turn submitted by us to the employés for action. Special meetings of the local assemblies of the organization, comprising the employés on the several lines of the company, were held, and a vote taken upon the proposition. The result, as you will see by the communications which are herewith inclosed, is that the employés express themselves as unwilling that the matter shall be withdrawn from the hands of the executive board at this stage of the proceedings.

Speaking for the board, I wish to say that at all previous conferences with the president of the Atlantic Avenue Railroad Company a committee of nine employés were present, and it was with them practically that the representative of the company conferred. This plan would be adhered to at future conferences, should any be held.

Very respectfully.

PATRICK RELLIHAN,
Secretary.

SANCTUARY OF L. A. 3232,
BROOKLYN, *January* 20, 1889.

To the Master Workman and Members of the Executive Board D. A. 75:

DEAR SIR AND BROTHERS.—Yours received, containing proposition submitted by the Atlantic Avenue Railroad Company, and acting under the invitation contained, I submitted the matter to our members, and, without one dissenting vote, they agreed that until the executive board of D. A. 75 proved themselves unworthy of our confidence they would insist that the board attend any conference between the Atlantic Avenue Railroad Company and ourselves.

Fraternally.

THOS. F. LANGDON,
Recording Secretary.

WILLIAM D. DEARBORN, M. W. L. A. 3232.

LOCAL ASSEMBLY No. 7269, K. OF L.
BROOKLYN, N. Y., *January* 28, 1889.

We have been instructed by District Assembly No. 7269, comprising the employés of the Fifth avenue lines, having referred our intended agreement to your body, and having the utmost confidence in the Board, we unanimously agreed to reject the proposition submitted by the A. A. R. R. Company, and desire that the executive board of District Assembly No. 75 continue to act as our representatives.

WILLIAM WEBER, M. W.,
L. A. 7629.
JOSEPH SCHILLING, R. S.

SANCTUARY OF L. A. No. 9572, K. OF L.,
BROOKLYN, N. Y., *January* 28, 1889.

THOMAS J. COOPEY, Esq., *Chairman Executive Board D. A.:*

DEAR SIR AND BROTHER.—Your communication containing proposition for the Atlantic A. R. R. Co., was submitted to our L. A. this evening and after discussion we were to make the following reply:

The matter of making an agreement with the A. A. R. R. Co., was placed in your hands and we believe that we are not warranted in agreeing to any proposition that does not provide for your attendance at said conference.

A secret ballot was taken which resulted in the unanimous rejection of said proposition.

Yours fraternally.
WALLACE SEAMAN, M. W.
DANIEL BLATTNER, R. S.,
L. A. 9572.

On receipt of those communications the following telegram was sent to Wm. J. Richardson, secretary of the company:

MURRAY HILL HOTEL,
NEW YORK, *January* 29, 1889.

WM. J. RICHARDSON, *Secretary Atlantic Avenue Railroad, cor. Atlantic and Third Avenues, Brooklyn, N. Y.:*

Executive board reply to our communication conveying your proposition, that they submitted same to late employés who decline to accept. Executive board say heretofore at conferences with president of company, committee of nine employés always present with

such board, and with them the president practically dealt, and they suggest such plan of conference now. Is that plan agreeable or not? Answer early as possible, Murray Hill hotel, New York, where we await any communication you may choose to make or any conference you may desire. Please answer by telegraph.

WILLIAM PURCELL,
President State Board Mediation and Arbitration.

In reply thereto the following telegram was received:

353 Flatbush Avenue,
Brooklyn, N. Y., *January* 29, 1889.

Hon. Wm. Purcell,

President State Board Mediation and Arbitration:

The executive board of District Assembly 75, Knights of Labor, ended conferences with us abruptly and without notice on Monday, twenty-first instant. They have shown no desire to treat company fairly. We decline to hold further conference with them as stated to your board last evening and stand on proposition then made.

WM. RICHARDSON,
President,
N. H. FROST,
Treasurer,
W. J. RICHARDSON,
Secretary,
Atlantic Avenue Railroad Company.

It being apparent that no settlement could be effected, no further action was taken until February second, when the Board decided to investigate the cause or causes of the controversy.

On February third, Commissioner Donovan was requested by a committee of citizens residing upon the lines of road of the company, to make another effort to bring about an amicable settlement.

At a late hour in the afternoon of that day he met the executive board. They stated that the employés of the company were willing to submit the matters in controversy to a committee of citizens, or to any person or persons who might be mutually agreed upon, and abide their decision.

On the fourth inst., Commissioner Donovan attended a conference at the company's office, at which the following persons were present: Messrs. Liebmann, Boyd, Abraham, McCormick and Berri, committee of merchants, and Hon. James P. Graham; also, the president and the treasurer of the company.

After a discussion of the situation, Commissioner Donovan suggested that either of the following propositions be accepted as a basis of settlement:

First. That both parties agree to submit the matters in controversy to the business men's committee and abide by their decision.

Second. That it be left for adjustment by arbitration to a local board as provided for in chapter 63, Laws of 1887.

Both propositions were ejected by President Richardson, who stated that he would be pleased to meet a committee of the late employés of the company, at his residence at 7.30 o'clock P. M., if they desired it, and he requested Commissioner Donovan to attend.

At 8 o'clock that evening Messrs. Wallace Seaman, Philip Blattner and William Webber, a committee of the late employés, met Mr. Richardson at his residence. Mr. N. H. Frost, treasurer of the company, and Commissioner F. F. Donovan were also present.

After reviewing the occurrences since the commencement of the strike, Mr. Richardson was requested to state upon what terms the late employés could resume work for the company.

Mr. Richardson submitted these as the terms on which a settlement could be reached: He would receive applications individually from each of the old drivers and conductors, and if they proved satisfactory he would give them employment until the list was completed, but at the same time, it must be understood that he would not discharge any of the new men who were found competent.

No stableman who went out would be reëmployed unless he could satisfactorily account for his absence.

None of the towboys would be reëmployed, as men are to take their places.

As soon as the road should again be in full operation he would be ready at any time to meet a committee of his employés and settle any grievances they might bring to his notice.

These conditions were submitted to the employés of the company, and were rejected by them.

On the sixth of February, at 3 o'clock P. M., the Board commenced its formal investigation of the causes of the controversy, all the members of the Board being present.

Mr. Wm. Richardson and Hon. B. F. Tracy represented the company. Hon. Thomas F. Magner appeared on behalf of the employés.

Chairman PURCELL.— Gentlemen: The Board of Mediation and Arbitration is now ready to proceed with the investigation or inquiry into the causes of the controversy between the Atlantic Avenue Railroad Company, of Brooklyn, and its late employés. It is not necessary

to make any preliminary statement; the case is familiar to all. All efforts at settlement by mediation or arbitration having failed, the Board deems it best to make investigation as to the causes of the controversy; and the employés, standing in the attitude of complainants, will be first heard. We are now ready to proceed and listen to their testimony.

Mr. MAGNER.—It is my duty to represent here the employés in this contest between the Atlantic Avenue Railroad Company and its employés. Of course, I am aware of the fact that strict legal rules will not be applied here, and that whatever evidence is adduced will be for the purpose of getting at the causes of the trouble between the railroad company and its employés. I have only had very short notice of the investigation, and have had time to make but very little preparation, but we are ready to produce what evidence we have to present to you, if that is desired.

PATRICK RELLIHAN, a witness called on behalf of the employés, being duly sworn, testified as follows:

By Mr. MAGNER:

Q. What is your name? A. Patrick Rellihan.

Q. Where do you live, Mr. Rellihan? A. No. 1,476 Myrtle avenue, Brooklyn.

Q. What is your business? A. I am conductor on the Myrtle avenue line in this city.

Q. How long have you been employed as conductor? A. Something over three years and a half.

Q. In the city of Brooklyn all that time? A. In the city of Brooklyn, on that line.

Q. You are a member of the executive committee of the Knights of Labor in this city? A. Yes, sir.

Q. What position do you occupy there? A. I am secretary of the executive board of the district assembly.

Q. What is that district assembly called? A. It is known as District Assembly 75 of the Knights of Labor.

Q. And it is composed, as I understand it, of the railroad employés in the city of Brooklyn? A. Yes, sir.

Q. How many various local assemblies are represented in that district assembly? A. Some twenty.

Q. And that includes the local assemblies which are made up of the employés of the Atlantic Avenue Railroad Company? A. Yes, sir; three local assemblies.

Q. They comprise how many local assemblies? A. Three.

Q. They send delegates to your district assembly? A. Yes sir; the same as every other local.

Q. How many members are there in this central body? A. There are sixty.

Q. These are representatives of the various local assemblies in the district? A. Yes, sir.

Q. You are a member of that? A. Yes, sir.

Q. The employés of the Atlantic railroad company in these local assemblies send delegates to this central body? A. Yes, sir.

Q. And they have elected you a member of that executive committee? A. Yes, sir.

Q. Of how many members does that district executive board consist? A. Of five members.

Q. And what is the duty of that executive board, to —— (Objected to as leading.)

Q. What then are the duties of the members of the executive committee? A. The duties of the members of the executive board, as we call it, of the district assembly, are to in the first place see that grievances are made with the different railroad companies between them and their employés, and that any difference that may arise between the employés on the different lines and their companies, that can not be adjusted by the local grievance committees, as we call them, the executive board is supposed to take them in hand, and if possible bring about a settlement of them, see the company governing the lines where the grievances exist, and try to settle the matter.

Q. Previous to December last, was there any agreement between the employés of the Atlantic avenue system and the management? A. There was.

Q. Are you cognizant of the terms of that agreement? A. I was, though not a member of the board that made it; that agreement was to last until the first of January, 1889, and further on unless written notice was given that it would expire on that date.

Q. Do you know whether such written notice was given? A. I heard Mr. Richardson say that he received such notice.

Q. Did you, as a member of that executive committee accompanied by the other members of it, call upon the managers of that road for the purpose of renewing an agreement with them? A. I did, sir.

Q. Who accompanied you on that visit? A. The chairman, Thomas J. Coopey, Thomas F. Byrnes, Andrew D. Best and August Wilson.

Q. All members of the executive committee? A. All members of the executive board.

Q. On whom did you call? A. We called on Mr. Richardson.

Q. Where did you meet him and when? A. We met him at his office, but as to the date I could not exactly say.

Q. About when, as near as you can? A. Shortly after the middle of December.

Q. Did you have at that time prepared a copy of an agreement which you submitted to Mr. Richardson, on behalf of the employés, for the ensuing year? A. A copy of a proposed agreement had been submitted to him previous to our calling.

Q. Did you submit that? A. I did not submit that, no, sir.

Q. Do you know that it was submitted? [Mr. Richardson here stated that there was no call on him with the new agreement in December; that it was after that.] A. The proposed agreement had been sent to Mr. Richardson in December.

Q. To your knowledge? A. I do not know that I have personal knowledge of it.

Q. When did you first call on Mr. Richardson with the other members of the committee in reference to a new agreement? A. Early in January.

Q. What happened when you called on Mr. Richardson? A. Mr. Richardson took up the agreement and referred to the last section of it.

Q. Have you a copy of that agreement with you? A. I have not; it is embodied in a circular issued by Mr. Richardson.

[Showing witness a paper.] A. Mr. Richardson took up the proposed agreement and referred to the twenty-sixth section of it.

Q. What was the section? A. Driver Charles Gallagher should be reinstated to his car on the Fifteenth street line.

Q. Is that a copy of the agreement? A. I believe that this is a correct copy of the agreement.

Q. You have not compared it? A. No.

Q. State what occurred? A. Mr. Richardson took up that agreement and referred to the twenty-sixth section of it, which I have just read, and stated to us that he positively refused to enter into a discussion of the agreement at all until the last section was stricken out; the committee remonstrated with Mr. Richardson on that stand, and asked him if it was not a rather unusual thing to take up the last section of an agreement and insist that it be stricken out, without even opening it or looking at the first; we suggested to him that we take up the agreement and discuss it section by section, beginning at the first and leave the last section until we reached it.

Q. What was stated in regard to the agreement; was it merely the basis of the terms you proposed, or what? A. It was such an agree-

ment as the employés presented to Mr. Richardson, with a desire, if possible, to get everything in it.

Q. Was it presented at that time as an ultimatum of what you would accept? A. No; it was not.

Q. Go on. A. We asked him if it was not a rather unusual thing to take up the last section of an agreement before looking at the first and we proposed to take it up section by section, and leave the last section until we came to it; Mr. Richardson said that he had disposed of that case of the driver Charles Gallagher, and he would not, under any circumstances, discuss it, nor was it a matter of discussion, and that its insertion there was an insult to him, and he believed a deliberate insult, and he insisted that it be stricken out before considering the agreement.

Q. What was the result of that conversation? A. After that we withdrew.

Q. What time was that? A. It was early in January; I could not really say the date.

Q. In the order of interviews with Mr. Richardson, which one was this? A. This was the first.

Q. Can you tell exactly the date that it was? A. I can not.

Q. How near can you go to the date that it happened? A. Well, I am pretty sure that it was in the first week in January.

Q. It was the first interview that you had with Mr. Richardson? A. Yes, sir.

Q. State what occurred after that interview? A. The executive board had appointments with various other companies which they attended to — some of them, in the meantime—and we made a second call upon Mr. Richardson, and asked him if he had not reconsidered the stand he had taken in regard to that, and had some conversation with him, and he said that he had not; that he occupied the same position as he did at the former interview.

Q. State the whole interview? A. The interview was very brief and we left him.

Q. What occurred then? A. We then referred the matter of this driver, Charles Gallagher, this case, to his employés, to know just what feeling they had on the subject.

Q. The employés of the Atlantic avenue road? A. The employés of the Atlantic avenue road; and to know whether they considered it an all-important thing to have that retained in the agreement, and asked them to vote upon it as to whether they would agree to have that stricken out or not, and they did so, and voted that it was their

wish to have it remain, but they left the matter in the hands of the executive board.

Q. Did you then call on Mr. Richardson again in the matter? A. We called on Mr. Richardson a third time, and Commissioner Donovan was present on that occasion; when we went in he was with Mr. Richardson.

Q. The executive board in a body called? A. With nine of Mr. Richardson's employés.

Q. In addition to the executive board? A. In addition to the executive board; and we discussed this thing; we asked Mr. Richardson whether he would agree, should we agree to strike it out, to leave it to be settled by arbitration, this grievance of Charles Gallagher's; whether he would agree to submit that to arbitration in case we agreed to strike it out; Mr. Richardson said that he had decided that; that the grievance committees of the locals had come down upon him in regard to it; that the executive board had called on him in reference to it and, if I mistake not, he said, that he rendered his decision four times on that, and that it was settled finally; that it was not a matter for arbitration or discussion, and he was surprised that the executive board persisted in bringing it up again.

By Mr. Richardson:

Q. I told you it was *res adjudicata*, didn't I? A. I am not very well up in Latin; we tried to show Mr. Richardson that his position was very unreasonable, and that he had done an injustice to Mr. Gallagher in transferring him from a steady car to a tripper; he had a steady car on Fifteenth street.

By Mr. Magner.

Q. Did you finally waive that in the third interview? A. No, we did not.

Q. What became of the matter after that? A. We called on Mr. Richardson a fourth time, and told him that although we considered their position in reference to the section relating to Gallagher was a fair and just one, we would not hitch on small matters, and in order to bring about an agreement, would waive it and strike it out altogether, and that it would be brought up another time; Mr. Richardson led us to believe that he considered it disposed of finally, and he would not agree that it should be brought up another time.

Q. Then what occurred? A. We then entered into a discussion of the agreement; Mr. William J. Richardson, the secretary, read the agreement that he proposed to submit to the employés, and the agreement that the employés submitted to him.

By Mr. RICHARDSON:

Q. Didn't you have a short interview with me before that, when I told you that I had business to attend to? A. I believe that there was a short little interview; that we came to Mr. Richardson, and he told us that he had some business down town, and we told him that we had agreed to waive that, and then there was an appointment made the next day, I think.

By Mr. MAGNER:

Q. At that interview, what occurred; who were present at that interview? A. Mr. Richardson, Mr. William J. Richardson, Mr. Frost, the treasurer, I think, and quite a number of his employés, the executive board and nine of his employés.

Q. What occurred at that interview? A. Mr. Richardson requested Mr. William J. Richardson to read the agreement which he proposed to make, and the agreement which the employés had submitted to him; that was done, and at Mr. Richardson's suggestion, I think, we took up the agreement which Mr. Richardson had submitted and discussed it section by section.

Q. Which agreement? A. The agreement which Mr. Richardson proposed to make between him and his employés.

Q. On what point did the first difference occur? A. The first difference was on the first section — on the latter part of it.

Q. Read the section? A. "First, no conductor, driver or other person employed in the operation of the railroad, shall be required to work more than ten hours per day, the labor to be performed within twelve consecutive hours, nor shall the company, nor any of its officers or agents, exact from any of its employés more than ten hours labor, the same to be performed within twelve consecutive hours, with not less than half an hour for dinner, for a day's work; provided, however, that the employés may be permitted to work any longer time at their own request, for additional compensation, with the consent of the company." (We objected to that last proviso there, "provided, however, that the employés may be permitted to work any longer time at their own request, for additional compensation, with the consent of the company.")

Q. What was the next difference that occurred between you? A. The second section, where it provides for the time allowed to employés for breakfast, dinner and supper.

Q. Read it? A. "All conductors and drivers going to work before 6 o'clock A. M., shall have twenty minutes for breakfast, if they desire it, and thirty minutes for dinner. All conductors and drivers going

to work after 6 o'clock and before 11.30 A. M., shall have thirty minutes for dinner, and twenty minutes for supper, if they desire it, unless their work is ended before 7 o'clock P. M., provided that the twenty minutes for breakfast or supper, so desired and allowed, shall not be in addition to the time necessary to run the trips specified in section five of this agreement;" we objected to the insertion of those words, "if they desire it," saying, that the employés had expressed their desire all together, and had so instructed us, and we also objected to "provided that the twenty minutes for breakfast or supper shall be in addition to the time necessary to run the trips specified in section five of this agreement;" we objected to that because [Mr. Richardson objected to this testimony. Objection overruled.] The reason we objected to that last proviso in section second, was that it would allow Mr. Richardson, if an employé stated that he desired twenty minutes for breakfast or for supper, to keep that employé twelve hours and twenty minutes from the time he started until he got through at night, whereas, the law says that a days labor shall consist of ten hours labor to be performed within twelve consecutive hours; on that ground we objected to it.

Q. What was the next point of objection? A. The fifth section: "The pay of conductors and drivers shall be at the rate of Fifth, Seventh and Ninth avenue lines, seven trips to ferry, or eight trips to bridge for two dollars; Bergen street line, eight trips to ferry; Butler street line, nine trips to Wall street ferry; Crosstown and Fifteenth street line, eleven trips to Hamilton ferry, two dollars; on lines to Fulton ferry, six trips to ferry and one trip to bridge, the same pay as if all were run to ferry; a greater number of trips voluntarily run in a day by a conductor or driver, at his request or consent, and any less number of trips run, shall be paid for at the same rate." We objected to that last proviso, "a greater number of trips voluntarily run in a day by a conductor or driver, at his request or consent, and any less number of trips run, shall be paid for at the same rate."

Q. Why did you object to that? A. Because the employés were making a contract with Mr. Richardson, and we held that allowing that would virtually nullify the contract, which provided for the above trips required of them; and to leave it at his request or consent, we thought that that would be a thing that would be abused by the company, and that the employés might be required to run two hours more, or an extra trip every day, or as often as Mr. Richardson wanted them to.

Q. What was the next ground of objection? A. The next ground of objection was in the sixth section in reference to the rate of pay

for drivers of snow-plow or sweeper; "the driver of a snow-plow or sweeper, and the first assistant driver, at the rate of two dollars and fifty cents per day or night;" we objected to that.

Q. What were the grounds of objection to that? A. The grounds of objection were that it was less than was paid by other companies for the same work.

Q. What was the next point of objection? A. The next section; "towboys are to receive one dollar a day, to consist of ten hours inside of twelve hours, with thirty minutes for dinner;" we objected to that because towboys in the other companies were getting one dollar and twenty-five cents, and we asked the same of Mr. Richardson.

Q. The next objection? A. There is an addenda to the seventh section; "all towboys shall be allowed one dollar extra for each seven days work, as a premium for good and faithful behavior, commencing January 1, 1889, and payable for the time accrued on the first day of July and January ensuing; boys discharged for cause approved by the executive board shall not receive any portion of the extra allowance, but the same shall be divided pro rata for the time served to those boys who are in the employ of the company on the first day of July and January, respectively;" we did not object to that provided that the pay of the towboys was increased to one dollar and twenty-five cents per day.

Q. The next objection? A. Section 11; "hostlers shall not be required to take care of more than twenty horses, but may be required to do any other work about the company's premises during their hours of duty"; we objected to that because it was not specific enough in saying what extra work would be required of them; we wished it stated what extra work they would be expected to do; we wanted it put in that they were not required to do extra work, except the stowing of hay, straw and feed.

Q. The next objection? A. The next objection was on section 13; "the granting of excuses shall be in accordance with the regulations adopted by this company, a copy of which is hereto annexed"; we objected to that and tried to induce Mr. Richardson to modify the regulations of his company in reference to employés getting excused from work on account of sickness or to attend to any other business of theirs; section 16, "should a car of this company receive damage of any kind or be found damaged while in charge of a conductor, driver or other employé, said employé upon furnishing the uncontested evidence of at least two responsible witnesses, whose statement of facts shall exonerate said employé from blame, shall not be charged with any of the expense thereof, but nothing

herein shall apply to cases of collision between cars or with other vehicles;" we objected to that first, because it required the uncontested evidence of least two responsible witnesses; we argued that we might get the evidence of two responsible witnesses, but we could not say that it would not be contested; and, also, the last section: "Shall not charge them any of the expense thereof, but nothing herein shall apply to cases of collision between cars or other vehicles;" we objected to that because damages are often caused by collision with cars or other vehicles, and the section would be no protection to the employé at all if that last section remained in.

Q. What was your next objection? A. Section 19; "Trips to ball grounds, railroad depots, or ferrys, or other points, at which cars have to wait to be loaded, shall be paid for at the regular trip-rates from the time the cars leave their several depots until their return, unless unnecessarily delayed by the conductor or driver;" we objected to that because it allowed Mr. Richardson to work some of his employés and pay them at trip-rates, whereas, we wished that no employé put to work should receive less than one dollar and fifty cents per day; in connection with that, if I would be permitted, I will say that we were willing to have Mr. Richardson put in a clause instead, to run extra trips on necessary occasions, without paying one dollar and fifty cents for it, if there were only one, two or three; the next objection is on the twentieth section — "In order to properly accommodate the public, extra conductors and drivers who are unemployed may be required to run extra trips at a price per trip which shall not be less in any case than the regular trip-rates;" we objected to that on the same grounds that we objected to the nineteenth section, because, according to that, it would be possible for Mr. Richardson to put an employé to work and pay him no more than the regular trip-rates, which, I believe, is eighteen and two-third cents, and on other lines twenty-eight and thirty-three cents, and according to that, it would be possible for Mr. Richardson to put an employé on for a trip in the morning and a trip in the evening, and spoil the day on him, and pay him only thirty-six cents, and we contended that an employé put to work should receive not less than one dollar and fifty cents a day. We objected to the twenty-second section "Any appointment may be reconsidered and revoked within ten days, without being considered a discharge." We had some objection to that, and brought up in connection with that the case of an employé of Mr. Richardson who had been appointed by him and who had been discharged by him after three or four days employment, without, in our opinion, any sufficient reason for a discharge. I believe that embraces all the objections.

Q. What became of those objections after a discussion of both propositions; that made by yourselves and his? A. As we went along, some of them we let go for the present, and suggested that we would be able to arrive at some conclusion about them.

Q. Did you finally give in in any manner, and how much did you give in to Mr. Richardson on his agreement? A. Well, now, I couldn't state right here just what we did give in to Mr. Richardson; we gave in, in the first place, in regard to the hostlers; we were willing to work the hostlers twenty horses instead of eighteen, as we suggested; and a great many of those are different from what they were as we submitted them, and which we accepted.

Q. What are all the objections that finally remained between you and Mr. Richardson? A. I may say that about all the stumbling-blocks between us were in reference to the men working ten hours within twelve; we wanted that stated plainly in the first section without anything tacked on to it which would nullify it or make it ambiguous, and in regard to the time for meals, we wanted that specified, and in regard to the proportion of full day cars and trippers, we wanted Mr. Richardson to specify what proportion of full day cars and what proportion of tripper cars he would put on his different lines for the year.

Q. State to the commissioners what is the difference between a full day car and a tripper car? A. A full day car, as we call it, is a car that pays two dollars; a tripper car is a car that pays less than that; according to our desire, we did not wish that any tripper car should pay less than one dollar and fifty cents; a tripper car is a car that does not make a large enough number of trips to make two dollars.

Q. How are the tripper cars run? A. Tripper cars generally make six trips a day; there are tripper cars that only make five trips or four trips; a man takes a car and makes a trip in the morning, during the busiest hours, and then he swings in his car and in the evening he makes some more trips.

Q. This swing is during the middle of the day? A. Yes, sir.

Q. And during that time he makes no trip at all? A. No, sir.

Q. Was there any other point of difference between the men and Mr. Richardson? A. There was one other great objection, and that was that no car should pay less than one dollar and fifty cents.

Q. The only difference, as I understand it, was that the employés should work ten hours in twelve, and that they should not, by their voluntary act or otherwise, work more than ten hours in twelve, and that they should be paid one dollar and fifty cents, and that there should not be more than a certain number of tripper cars run; those

were the only objections between you and Mr. Richardson? A. These were about the only objections.

Q. And in every other objection you gave in to Mr. Richardson? A. It was just this; there was no settlement arrived at, but we led him to believe that the other objections would not stand in the way of an agreement.

Q. When was the final interview between the executive board and Mr. Richardson held? A. It was on the last Monday evening before the strike.

Q. Where was it and what occurred on that occasion? A. It was in Mr. Richardson's office, on the corner of Third avenue and Atlantic avenue.

Q. Who was present? A. Nine employés of his were present; that is, nine of his employés acting as a committee, the executive board, Mr. Richardson and a number of his officials, the officials of the company; I do not know as I know the names of all the gentlemen; they were foremen and starters and superintendents; I do not know them all; I know some of them by their last names.

Q. What occurred on that occasion? A. We discussed the agreement, and we endeavored to get Mr. Richardson to modify his position, and told him we were anxious to have this thing settled amicably and brought up to him the agreement which other companies were willing to make, and as I said, thought to get him to modify his position on this section in regard to which the principal objection was; Mr. Richardson told us he would not consent to an agreement that would increase the expenditures of the company any, and of course, that would prevent him from bringing up the scale of wages in some cases where it was less than paid by other companies, and in regard to trippers, he said he insisted on having a right to run those trippers at trip rates, and he flatly refused to specify the number of trippers that would be run on his road.

Q. In regard to the first section, what was his position; did he change on that? A. No, he did not.

Q. Was that finally presented to Mr. Richardson as a general proposition for him? A. We proposed to Mr. Richardson to make a concession on that first section in this way: "No conductor, driver or other person employed in the operation of the railroad shall be compelled to work more than ten hours a day, actual running time."

Q. What was meant by that? A. We meant that the ten hours should be construed as ten hours actually on the rail.

Q. That ten hours was not to include time at stations at the ends of the route, time at either end of the route, or any time except while

the wheels were running under the cars? A. Just so; the other two hours were to be taken up by stand-time and meal-time.

Q. Now, what occurred at the last interview before the tie-up? A. This is the interview we are speaking of.

Q. What did Mr. Richardson do in regard to the proposition you made; did he accept or reject, or what did he say? A. He told us that he had stated what he could do; that he was not prepared to enter into any agreement that would increase the cost to the company, and that the agreement which he had presented was all he could do.

Q. The terms of the agreement he presented to you was the last proposition? A. I do not think that he said that proposition in its entirety.

Q. Did he express a desire to concede in any respect, or willingness to concede anything? A. I think that he was willing to make some changes in the wording of some of those propositions.

Q. But not in fact—

Mr. TRACY objected.

Q. State what occurred between the executive committee and Mr. Richardson which led up to the tie-up; the exact words and the matter of the conversation? A. I do not know as I can state the exact words.

Q. As near as you can? A. We told him in the first place, that all concessions seemed to come from us, and that we thought that his position was unreasonable, and that from the stand he had taken, we saw no use of wasting time in conferences; we were not getting any nearer to an agreement; Mr. Richardson stated there that that was his position; when we expressed our dissatisfaction at it and disappointment at not getting an agreement, and that there was no further use for a conference, he made some remark, "As you will," or something like that.

Q. And you left him? A. We left him.

Q. What occurred then? A. You mean what occurred in the executive board?

Q. Yes, sir. A. We went on attending to other agreements that we had on hand with other companies.

Q. I mean in reference to this company; did you present the matter to any other body? A. The employés who were acting there as a committee from Mr. Richardson's roads, those nine employés were acting there as a committee; they entered the conferences with us and entered into the discussion along with us; it was not carried on between Mr. Richardson and the executive board exclusively; these employés

entered into the discussion just as we did; Mr. Richardson's position in regard to this was presented to his employés.

Q. To the entire body of his employés? A. Not all together; they were divided into three local assemblies, and they were attached to those three local assemblies, and each local assembly meets in its own hall.

Q. The trouble was referred to the employés themselves at the several assemblies? A. Yes, sir.

Q. And what conclusion was reached by them? A. Now you are wanting me to state something that I do not know of my own personal knowledge in reference to the action of the employés as a whole.

Q. What do you know of what the employés stated to the executive board? A. The representatives of those employés stated to us — they saw the executive board, and Mr. Richardson, in the meantime, had issued a circular to them.

Q. That is a copy of the circular, is it?

[Showing witness a paper.]

A. This is the circular I think that I referred to.

Q. What occurred on that? A. This circular was issued to the employés and occasioned a great deal of disturbance among them; they didn't exactly know what was the object of issuing it, but they understood that it was the intention of the Atlantic Avenue Railroad Company to comply with the ten-hour law, but to reduce the amount of wages; that is what we understood that they infer from that circular.

Q. What occurred, then, between you and the local assemblies; did you get any instructions from them? A. The representatives of the local assemblies told us of the disturbances that were occasioned by this circular, and that the men were insisting on a permission from the executive board to tie the lines up, or rather, that is, of course, the expression, but it was to quit work; they thought that the company was taking advantage of them, and that time would not help their case; the month was passing by, and they wanted something done.

Q. They wanted permission to tie the roads up? A. We gave them permission to tie-up the roads.

Q. I understand then, that it is impossible for the employés of the road to tie-up the road without consent of the executive board? A. It is not impossible for the employés to tie-up the roads without the consent of the executive board; it has been done in some cases, I believe, but it is not usually done so.

Q. Is it against the rules to tie-up a road without permission of the executive board?

[Objected to by Mr. Tracy.]

Q. What occurred then? A. The executive board gave them such consent.

Q. And the tie-up followed? A. Yes, sir.

Q. Previous to this time, had you had any other troubles on behalf of the employés of any other roads in Brooklyn?

[Objected to by Mr. Tracy.]

Q. Were any other negotiations pending at this time by the executive board, as the representatives of the employés, with any other railroad companies?

[Objected to by Mr. Tracy, unless this company had notice of the actions of other companies.]

Mr. Magner offered to show that at the time the executive board had these negotiations with the Atlantic Railroad Company, the executive board had negotiations in reference to similar agreements with several other companies; that those agreements were accepted and are now in operation on those other roads.

By Chairman PURCELL.—We think it is competent to show that they had negotiations with other roads, with reference to agreements.

By Mr. MAGNER.

Q. The proposed agreement that you have already testified to as being submitted to Mr. Richardson on behalf of his employés was with some modifications submitted to some other railroads in the city of Brooklyn, was it not? A. Yes, sir.

Q. To what other railroads were such propositions submitted? A. There were similar propositions, that is as far as the fundamental parts of the agreement are concerned they were similar, submitted to the Brooklyn City Railroad Company, the Brooklyn Crosstown Railroad Company, the Brooklyn City and Newtown Railroad Company, the New Williamsburgh and Flatbush Railroad Company, the Coney Island and Brooklyn Railway Company, and the Grand Street and Newtown Railroad Company.

Q. That embraces all the other railroads in the city of Brooklyn, outside of Mr. Richardson's lines? A. I believe it does.

Q. What was the result of the negotiations of the executive board and these companies; were the propositions accepted or not; state what occurred? A. I will say that in reference to the proposition submitted to the other companies, that as a whole I do not believe

they were accepted by any company, but as modified by us they were accepted by a number of companies.

Q. Before the tie-up of Mr. Richardson's road were settlements made with all the other companies? A. No, sir; not with all of them.

Q. Were they made with the Brooklyn City Railroad Company? A. Yes, sir.

Q. Was Mr. Richardson acquainted with the settlement that was made with the Brooklyn City Railroad Company? A. Not by the executive board, he was not.

Q. In the discussion that occurred between the executive board and Mr. Richardson, was there anything brought out which showed that the differences between the Brooklyn City railroad and the employés had been adjusted? A. No, sir; because at the last interview with Mr. Richardson, those differences had not been adjusted.

Q. The agreement presented to the Brooklyn City road, was substantially finally adopted? A. Well, no; I won't say that it was substantially adopted.

Q. What differences were there between the agreement as presented by the executive board to the Brooklyn City railroad, and the agreement which was finally adopted? A. There was quite considerable difference.

Q. What was it; did you finally agree with the Brooklyn City Railroad Company, as to the compensation of the drivers and conductors, and the number of hours they should be required to work? A. Yes, sir.

Q. What were the terms of that agreement? A. That no conductor, driver or brakeman shall be required to work more than ten hours a day, actual running time, the work to be performed within twelve consecutive hours.

Q. Is this a copy of the agreement between the Brooklyn City Railroad Company and its employés as it exists now? [Showing witness a paper.] A. Yes, sir.

The following agreement was then offered and received in evidence:

BROOKLYN, *January* 24, 1889.

AGREEMENT between the Brooklyn City Railroad Company, of Brooklyn, New York, and the employés of said company:

First. No conductor, driver, brakeman or gripman shall be required to work more than ten hours per day, the work to be performed within twelve consecutive hours. The said ten hours to be calculated as follows, viz.: The time consumed in running from one end of the line

to the other and return only, and shall not include any other time, such as "stand" time, meal-time, etc.

Second. All men going to work before 7 A. M. shall have at least twenty minutes for breakfast and not less than thirty minutes for dinner; and all men going to work after 7 A. M. shall have at least thirty minutes for dinner and not less than twenty minutes for supper, which shall include night cars; it is understood that a margin of two minutes be allowed from the above time when necessary.

Third. That not more than one-quarter of the entire number of cars run on any table shall be trippers, the work on trippers to be performed within fourteen consecutive hours; and not less than three-quarters of the entire number of cars run shall be full day cars, and no car shall pay less than one dollar and fifty cents per day.

Fourth. Hostlers, hitchers, changers, harness cleaners, car cleaners, feedmen, nightmen, switchmen, towboys and other employés below the rank of starter, and not mentioned in section one of this agreement, shall not be required to work more than ten hours per day, to be performed within twelve consecutive hours, with one hour for breakfast and one hour for dinner.

Fifth. That no employé shall be discharged without a good and sufficient reason being given to him, or his representatives in writing, if requested in writing; and any employés when called into the office on any complaint shall have a full and impartial hearing and if proved innocent shall be paid for all time lost.

Sixth. The number of trips which shall constitute a days work on each of the lines of the company, shall not exceed that which can be made in the hours provided for by sections one, two and three.

Seventh.—SCALE OF WAGES PER DAY.

Conductors	$2 00
Drivers	2 00
Gripmen	2 00
Truck drivers	2 00
Changers	1 75
Harness cleaners	1 75
Car cleaners	1 75
Switchmen	1 75
Night watchmen	2 00
Head changers	2 00
Hostlers	1 75
Hitchers	1 75
Towboys	1 25

Snow-plow drivers	$3 00
Sweeper drivers	3 00
Head brakemen	1 75
Regular brakemen	1 60
Engineers	3 50
First assistant on snow-plow or sweeper	3 00
Helpers on snow-plow or sweeper	2 50

And no employé in or around the depot shall receive less than one dollar and seventy-five cents per day.

Eighth. Conductors and drivers shall be relieved from all responsibility while at meals, and at such times there shall be a relief at all depots. Extras to do all the work and be paid one trip for each meal.

Ninth. Truck and cart drivers employed on cars shall not be required to work more than ten hours per day, from the time of reporting at their respective depots, with one hour for dinner at the end of the first five hours, and shall receive two dollars per day.

Tenth. When employés are suspended from their regular positions for any offense, they shall not be required to attend any changes unless paid for the time so lost.

Eleventh. Conductors or drivers shall not be required to clean their cars or attend to fires, except when on the road; and all supplies necessary for the operation of the cars, such as bells, straps, pokers, shovels, coal-boxes, brooms, etc., shall be furnished by the company. When four horses are required to a car, two drivers shall be placed in charge.

Twelfth. Hostlers shall not be required to take care of more than twenty horses, and they shall not be required to do any extra work; storing of feed, hay and straw excepted; not to carry meal up stairs.

Thirteenth. Drivers shall not be required to hitch or unhitch horses.

Fourteenth. All night cars shall pay at least two dollars. Late car conductors and drivers shall have preference of early runs on their respective lines according to seniority.

Fifteenth. In all cases where a car is detained upon the road through fire or other unavoidable accident, not the fault of the employés, they shall be paid as if running on the road.

Sixteenth. No employé shall be discharged or discriminated against because of his connection with any labor organization.

Seventeenth. Should a car or other property of the company, while in charge of any employé, receive damage of any kind, he shall be exonerated from all blame and expense, if found not liable for such damage; a thorough examination to be made in all cases; and he

shall not, under any circumstances, be compelled to collect bills for damages to cars, etc.

Eighteenth. As conductors and drivers are excused their names shall be placed on a paper and posted, and at 6 P. M. each day extras shall be assigned to their places.

Nineteenth. That no extra conductor or driver shall be jumped unless work falls to him, unless otherwise ordered to report.

Twentieth. Stablemen who do not report in time to go to work, for first offense, shall go the bottom of the extra list for two days; second offense, three days; third offense, five days, and fourth offense within six months, lose their gangs of horses. Any stableman who fails to report within one hour of his reporting time will lose his gang of horses, unless excuse is sent as now arranged for conductors and drivers.

Twenty-first. A towboy, when taking the place of a regular man for a full day, shall be paid at the same rate as the man whose place he fills.

Twenty-second. Any employé leaving his car to take another position with the company shall forfeit all claim to his car after the lapse of three months.

Twenty-third. On Sundays and holidays conductors and drivers shall go out according to seniority.

Twenty-fourth. All time-tables on Sundays and holidays shall be made with a wet weather slip. In case said slip makes swings of any straight runs, such runs shall pay at least one dollar and fifty cents; in case the said slip takes off the first part of any run it shall pay at least one dollar and fifty cents, and in case said slip takes trips off the latter part of any run it shall be paid for at trip rate according to the number of trips run.

Twenty-fifth. If any employé be sent to another depot in rush times or on Sundays he shall be paid at least one dollar and fifty cents whether working or not, but he shall report at his own depot in time to know whether he is wanted or not, except when it is done to accommodate the employés, for picnics, etc.

Twenty-sixth. Whosoever shall be in charge of depot during the day shall have power to excuse employés for one or two days and to put them to work again. When an employé desires to be excused as sick he shall be so excused until he reports for work, but must report before 6 P. M. of day previous to going to work. He may report sick either personally or by messenger. In case "reporting by messenger" any undue advantage is taken of this plan of reporting sick it shall be discontinued. The night man may excuse men on cars starting out between the first car and the time the day man arrives, provided extra men are at depot to take their places.

Twenty-seventh. The starters at all depots shall designate on the time-tables when changes commence, and when they end. When one run is intended to relieve another, the relief notice shall be written in red ink.

Twenty-eighth. In all cases where cars are blocked on the road the company shall make provisions so as to give the men their full meal time as near as practicable.

Twenty-ninth. All extra work shall be paid at the rate of thirty cents per hour; if more than one hour and less than one and one-half hours, one and one-half hours time shall be paid for; if more than one and one-half hours and less than two hours, two hours time shall be paid for, and so on. Extra trips to be run at the option of the men.

Thirtieth. All time-tables shall be posted at 3 o'clock prior to the day it is to be run, and shall be submitted to the regular committee of the employés of the road for approval before run. In case the committee wish to refer the approval of time-tables to the executive board it shall do so immediately, when the executive board shall sign any table made in accordance with this agreement.

Thirty-first. Failure on the part of any conductor to set his register as provided in the rules of the company, for the first offense he shall be warned, for second offense he shall be suspended for one week.

Thirty-second. In case where a conductor or driver desires to lay off for his own convenience after having started his days work, he shall pay to the extra taking his car enough to make it one dollar and a half at least, and first for work shall accept such work when it so falls to him.

Thirty-third. In making time-tables for the several lines, the Court street and Third avenue are to be considered together.

Thirty-fourth. Conductors who lay off on the Fort Hamilton steam line shall be replaced by extras who shall be chosen by the inspector or starter.

Thirty-fifth. When wet-weather tables are run on week days, all trips taken off shall be paid for as though run.

The foregoing shall go into effect at once and continue until January 1, 1890.

All sections and parts of sections of the agreements covering 1887 and 1888, inconsistent with the terms of this agreement are hereby repealed; otherwise the remaining terms, etc., of the said agreements are to be continued as though they formed a part of the foregoing.

BROOKLYN CITY RAILROAD COMPANY.

By DANIEL F. LEWIS, *Pt.*

Q. What is the substantial difference between the first clause there, as stated in the agreement between the employés and the Brooklyn City road, and that stated in Mr. Richardson's; is it that the men shall not be permitted to work more than ten hours at their own request for additional compensation? A. That is the substantial difference.

Q. Now state the substantial difference in the agreement now existing between the Brooklyn City road and its employés and that proposed by Mr. Richardson, in reference to the number of hours of employment? A. The principal difference, as I understand it, is that in Mr. Richardson's proposed agreement it states that men shall be permitted to work more than ten hours if he desires it, for additional compensation.

Q. State what is the other difference besides this voluntary labor clause, or last proviso? A. Well, as you will see, there is considerable difference in the wording of it.

Q. State what other difference than the last proviso in Mr. Richardson's clause, there exists between the proposition and the present existing arrangement between the Brooklyn City road and the men; what is the agreement with the Brooklyn City Railroad Company? A. "No conductor, driver, brakeman or gripman shall be required to work more than ten hours per day, the work to be performed within twelve consecutive hours, the said ten hours to be calculated as follows: The time consumed in running from one end of the line to the other and return only, and shall not include any other time, such as stand-time, meal-time, etc."

Q. That means that the time is to include only such time as the car is running on its wheels, ten hours? A. Yes, sir.

Q. Was that proposition made to Mr. Richardson? A. Yes, sir, it was.

Q. What salary is paid by the Brooklyn City Railroad Company for the performance of labor specified in section 1? A. Two dollars.

By Commissioner DONOVAN:

Q. What would be paid by the Atlantic Avenue Railroad Company, as you understand it, if that same proposition was accepted by the company? A. Two dollars per day was what we wished to get.

Q. What is your understanding of what the company is willing to pay? A. Well, I do not rightly know what they pay; we understand that they took a trip off and brought it within the ten-hour law, as Mr. Richardson understood it; our understanding was that they were only going to pay one dollar and seventy-one cents or one dollar and seventy-five cents for that work.

By Mr. MAGNER:

Q. For ten hours in twelve? A. Yes, for ten hours in twelve.

Q. Was that the agreement that was adopted by the men and the other railroads in the city of Brooklyn, that section? A. Well, it varies slightly.

By Mr. TRACY:

Q. I don't suppose there are any two agreements alike, are there? A. I do not know as there are any two agreements exactly alike; there may be.

The following agreements with the Bushwick Avenue Railway Company and the Coney Island and Brooklyn Railroad Company, were offered and received in evidence:

BROOKLYN, N. Y., *February* 25, 1888.

AGREEMENT between the Bushwick Railway Company, of Brooklyn, N. Y., and the employés of said company:

First. No conductor, driver, brakeman or gripman shall be required to work more than ten (10) hours per day, the work to be performed within twelve (12) consecutive hours.

Second. All men going to work before 7 o'clock A. M. shall have at least twenty minutes for breakfast, and not less than thirty minutes for dinner. All men going to work after 7 o'clock A. M. shall have at least thirty minutes for dinner and not less than twenty minutes for supper.

Third. That not more than one-quarter of the entire number of cars run shall be trippers. The work on trippers to be performed within fourteen consecutive hours. And not less than three-quarters of the entire number of cars run shall be full-day cars. And no car shall pay less than one dollar and a half per day.

Fourth. Hostlers, hitchers, changers, harness cleaners, car cleaners, feedmen, nightmen, switchmen, towboys, and any other employé below the rank of starter, and not named in section one (1) of this agreement, shall not be required to work more than ten (10) hours per day, to be performed within twelve (12) consecutive hours, with one (1) hour for breakfast and one (1) hour for dinner.

Fifth. That no employé shall be discharged without a good and sufficient reason being given him or his representative. And any employè, when called into the office on any complaint, shall have a full and impartial hearing, and, if proved innocent, shall be paid for all time lost.

Sixth. That the number of trips herein specified shall constitute a days work on the line named herein, viz.: Bushwick, seven full trips; Tompkins, ten full trips in winter, and as many as can be made within the prescribed time in summer.

Seventh — Scale of Wages.

	Per day.
Conductors	$2 00
Drivers	2 00
Night watchmen, at Ridgewood	2 00
Truck drivers	2 00
Head changers	2 00
Hostlers	1 75
Hitchers	1 75
Towboys	1 25
Snow-plow driver	3 00
Sweeper driver	3 00
Other watchmen	1 75
Changers	1 75
Harness cleaners	1 75
Car cleaners	1 75
Lampmen	1 75
Brakemen	1 75
Engineers	....
First assistant on snow-plow or sweeper	3 00
Helpers on snow-plow or sweeper	2 50

Repair-shop employés shall have ten hours work per day, except Saturdays, when eight hours shall constitute a day's work.

Eighth. Conductors and drivers shall be relieved from all responsibility while at meals, and at such times there shall be a relief at all depots.

Ninth. Truck drivers shall not be required to work more than ten (10) hours per day, from the time of reporting for work at their respective depots, with one (1) hour for dinner at the end of the first five (5) hours.

Tenth. When employés are suspended from their regular position for any offense, they shall not be required to attend any changes unless paid for the time so lost.

Eleventh. Conductors or drivers shall not be required to clean their cars or attend to fires, except when on the road; and all supplies necessary for the operation of the car, such as bells, straps, pokers, shovels, coal-boxes, brooms, etc., shall be furnished by the company. When four (4) horses are required to a car two (2) drivers shall be placed in charge.

Twelfth. Hostlers shall not be required to take care of more than twenty horses, and they shall not be required to do any extra work, storing of hay, straw and feed, for their own depot, excepted.

Thirteenth. Drivers shall not be required to hitch or unhitch their horses.

Fourteenth. (Stricken out.)

Fifteenth. Whoever shall be in charge of a depot shall have power to excuse employés from duty, for one day only.

Sixteenth. Before an employé is suspended the case shall be investigated.

Seventeenth. In all cases where a car is detained on the road, through fire or other unavoidable accidents, not the fault of the employé, they shall be paid as if running on the road.

Eighteenth. No employé shall be discharged or discriminated against, by this company, because of his connection with any labor organization.

Nineteenth. Should a car of this company receive damage of any kind while in charge of any conductor, driver or other employé, upon furnishing the evidence of at least two reputable witnesses, whose statements of the facts shall be in favor of said employé, he shall be exonerated from all blame and expense, unless the evidence is refuted; and he shall not, under any circumstances, be compelled to collect bills for damages to cars, etc.

Twentieth. Accidents occurring on "hills" that are not sanded in order to prevent cars from sliding, the drivers are not to be held responsible, unless it is shown to be carelessness on the part of said driver. (See section 4 of special arrangements.)

Twenty-first. All conductors and drivers shall go out on all days according to their seniority on each successive trip until the day's work is completed.

Twenty-second. After all employés are excused their names shall be placed on a slate, and at 6 P. M. each day extras shall be assigned to their places.

Twenty-third. (Stricken out.)

Twenty-fourth. Special arrangements for the lines of the above-named railroad company:

1. That all extra work performed after the expiration of the regular days work shall be paid at twice the regular rate per trip.

2. All chartered trips to be paid at regular trip rate, but if detained on the road over the trip time to be paid at the rate of thirty cents per hour for the time detained.

3. No towboy shall be required to work for less than one dollar ($1.25) per day.

5. Conductors and drivers who fail to report in proper time ten (10) minutes before time of starting for the cars, for the first offense they shall be suspended for one week, and for the second offense within one year they shall be placed at the bottom of the extra list.

6. When trips are taken off the time-tables because of stormy weather, etc., the men shall be paid for all trips so lost.

7. Hostlers who report late for duty, for the first offense shall be suspended for one day, for the second offense two days, third offense seven days, and for the fourth offense within six months they shall be placed at the bottom of the extra list.

8. Any employé who leaves his car to take another position from the company shall forfeit all claims to his car at the expiration of six months thereafter.

The foregoing to go into effect on February 27, 1888, and to remain in effect until the 1st day of January, 1889.

In witness whereof, we have hereunto signed the same on the 25th day of February, 1888.

J. P GRAHAM,
Chairman.
ANDREW D. BEST,
Secretary.
THOMAS COOPEY,
EDWARD J. MOAN,
AUGUST WILSON,
Executive Board of District Assembly No. 75, K. of L.

For said employés,

MARTIN CONNOLLY,
Chairman Committee of Employés.
THOMAS DALE.

It is understood that the time-tables to be made will preserve five early straight runs on Tompkins avenue and ten on Bushwick line, the balance of the tables to be made as arranged with the local committee or its equivalent.

The manner of calculating the ten hours labor shall be the same as provided for in agreement with Brooklyn City Railroad Company.

BROOKLYN CITY RAILROAD COMPANY,
By DANIEL F. LEWIS, *Pt.*

Brooklyn, N. Y., *January* 29, 1889.

Agreement between the Coney Island and Brooklyn Railway Company, of Brooklyn, N. Y., and the employés of said company:

First. No conductor, driver, brakeman or gripman shall be required to work more than ten (10) hours per day, the work to be performed within twelve (12) consecutive hours.

Second. All men going to work before 7 o'clock A. M., shall have at least twenty minutes for breakfast, and not less than thirty minutes for dinner. And all men going to work after 7 o'clock A. M., shall have at least thirty minutes for dinner, and not less than twenty minutes for supper.

Third. That not more than one-third of the entire number of cars run shall be trippers. The work on trippers to be performed within twelve (12) consecutive hours, except as provided for in section sixth, of special agreements. And not less than two-thirds of the entire number of cars run shall be full day cars. And no car shall pay less than one dollar and a half per day.

Fourth. Hostlers, hitchers, changers, harness cleaners, car cleaners, feedmen, nightmen, switchmen, towboys, and any other employé below the rank of starter, and not named in section one (1) of this agreement, shall not be required to work more than ten (10) hours per day, to be performed within twelve (12) consecutive hours, with one (1) hour for breakfast and one (1) hour for dinner.

Fifth. That no employé shall be discharged without a good and sufficient reason being given him or his representatives. And any employé, when called into the office on any complaint, shall have a full and impartial hearing, and, if proved innocent, shall be paid for all time lost.

Sixth. That the number of trips herein specified shall constitute a day's work on the line named herein, viz.: The number of trips on any line of the said company for a full day's work shall not in any case exceed that which can be made within the time as provided for in sections one, two and three of this agreement.

Seventh.—Scale of Wages.

	Per day.
Conductors	2 00
Drivers	2 00
Truck drivers	2 00
Night watchmen	....
Head changers	2 00
Hostlers	1 75
Hitchers	...

Regular towboys	$1 25
Snow-plow driver	3 00
Sweeper driver	3 00
Changers	1 75
Harness cleaners	....
Car cleaners	1 75
Switchmen	1 75
Lampmen	1 75
Brakemen	....
Engineers	....
First assistant on snow-plow or sweeper	....
Helpers	2 50

Eighth. Conductors and drivers shall be relieved from all responsibility while at meals, and at such times there shall be a relief at all depots.

Ninth. Truck drivers shall not be allowed to work more than ten (10) hours per day, from the time of reporting for work at their respective depots, with one (1) hour for dinner at the end of the first five (5) hours.

Tenth. When employés are suspended from their regular position for any offense, they shall not be required to attend any changes unless paid for the time so lost.

Eleventh. Conductors or drivers shall not be required to clean their cars or attend to fires, except when on the road; and all supplies necessary for the operation of the car, such as bells, straps, pokers, shovels, coal-boxes, brooms, etc., shall be furnished by the company. It is also the desire of the employés that all uniforms except a cap be abolished. When four (4) horses are required to a car two (2) drivers shall be placed in charge.

Twelfth. Hostlers should not be required to take care of more than twenty horses, and they shall not be compelled to do any extra work, storing hay, straw and feed excepted; and they shall not be compelled to clean their horses more than once every day.

Thirteenth. Drivers should not be required to hitch or unhitch their horses.

Fourteenth. All night cars shall be paid at least two dollars. Late car conductors and drivers shall have preference of early runs on their various divisions according to seniority.

Fifteenth. Whoever shall be in charge of a depot shall have power to excuse employés from duty.

Sixteenth. Before an employé is suspended the case shall be investigated, and if charges are proved, and the employé in question is

suspended, the cause and time of suspension of said employé shall be posted on a blackboard or paper, so that all may see it.

Seventeenth. In all cases where a car is detained on the road, through fire or other unavoidable accident not the fault of the employé, they shall be paid as if running on the road.

Eighteenth. No employé shall be discharged or discriminated against by this company because of their connection with any labor organization.

Nineteenth. Should a car of this company receive damage of any kind while in charge of any conductor, driver or other employé, upon furnishing the evidence of at least two reputable witnesses, whose statement of the facts shall be in favor of said employé, he shall be exonerated from all blame and expense, and he shall not, under any circumstances, be compelled to collect bills for damages to cars, etc.

Twentieth. Accidents occurring on "hills" that are not sanded, in order to prevent cars from sliding, the drivers are not to be held responsible.

Twenty-first. All conductors and drivers shall go out on all days according to their seniority, on each successive trip, until the day's work is completed.

Twenty-second. After all employés are excused their names shall be placed on a slate, and at 6 P. M. each day extras shall be assigned to their places.

Twenty-third. (Stricken out.)

Twenty-fourth. Special arrangements for the lines of the above company:

1. Bells shall be fastened to the harness.

2. (Stricken out.)

3. Before any time-table is posted it shall be submitted to the recognized committee of the employés for their approval, who shall, if it conform to this agreement, sign the same with date of such approval.

4. Towboys shall have an extra list, and shall be given runs according to seniority.

5. Any dispute arising while this agreement is in force, and said dispute can not be settled by the parties hereto, it shall be referred to arbitration; each party hereto to choose one arbitrator, the two so chosen to choose a third; their decision to be final.

6. Fourteen (14) per cent of the entire number of cars on each table are allowed to extend to fourteen consecutive hours.

This agreement to go into effect on the 1st day of February, 1889, and remain in effect until the 1st day of January, 1890.

Accepted the day and date first above written.

ED. F. DRAYTON,
President.

WM. FARRELL,
Superintendent.
For the Coney Island and Brooklyn Railroad Company.

Q. Were there agreements made with the other companies? A. There were.

Q. Have you those with you? A. No, sir.

Q. Where are they? A. At my home.

Q. Will you produce them? A. I will, if you give me time.

Q. Does that first section, referring to the ten-hour law, the labor to be performed within twelve hours, and that they shall be paid two dollars per day for that labor, occur in all these agreements? A. Yes, sir; it does.

Mr. Tracy stated that under the provisions of these agreements the time consumed for meals and the time on stands is not counted as any part of the ten hours, and that they practically call for twelve hours work; that Mr. Richardson's original proposition was that they should perform seven trips for two dollars, and that this agreement with the Brooklyn City road permits them to make seven trips.

Commissioner DONOVAN.— What I learned from the newspapers and what I understood from others was, that if the ten-hour law was lived up to, it would necessitate a reduction of thirty cents, or something like that, in their pay.

By Mr. MAGNER:

Q. Was such a proposition as that embraced as number one in the Brooklyn City agreement presented to Mr. Richardson? A. It was not presented in writing to him.

Q. But was it made to him? A. It was made to him at that conference.

Q. By whom? A. By the executive board.

Q. Was it accepted or rejected by him? A. It was rejected.

Q. Was it the same proposition? A. I would like to read that over. "No conductor, driver, brakeman or gripman, shall be required to work more than ten hours per day, the work to be per-

formed within twelve consecutive hours, the said ten hours to be calculated as follows, namely: Time consumed in running from one end of a line to another and return, only, and shall not include any other time, such as stand-time, meal-time, etc." It does not say the twelve hours, but says the said ten hours.

Q. In the ten consecutive hours, the stand-time and the meal-time shall not be taken into account? A. I think Gen. Tracy is laboring under a misapprehension; it says the work to be performed within twelve hours, the said ten hours to be reckoned, etc.

By Chairman PURCELL;

Q. In other words, the time was to be only while the car was running? A. The ten hours, but the stand-time and meal-time was to be taken out of the other two hours; but in no case was it to run over twelve.

By Mr. MAGNER:

Q. Was that proposition made to Mr. Richardson? A. Yes, sir.

Q. And rejected? A. Yes, sir; I would like to say this, that the proposition as printed there was not, but the proposition was made to Mr. Richardson to make ten hours the actual running time or to put it "on the rail" just as he wished.

By Mr. TRACY:

Q. You are the secretary of the executive board A. Yes, sir.

Q. In the year 1888 the men had been making for Mr. Richardson, on his seven trip-roads, seven trips for two dollars? A. Yes, sir.

Q. And that is what Mr. Richardson suggested for 1889; he was willing to pay two dollars for seven trips? A. Yes, sir; on a seven trip-road.

Q. He never disputed or denied his obligation to pay two dollars for seven trips, did he? A. Except on one line; I think it was the Ninth avenue line, if my memory serves me right, he wanted to add another trip; on some of his lines some of the trips go to the bridge and some to the ferry.

Q. And his proposition was that on his seven-trip roads there should be seven trips for two dollars? A. Yes, sir; and that we were willing to concede.

Q. And he insisted, did he not, that the construction of your proposition would compel him to pay the price of seven trips for six? A. He told us that, as he construed the law, it would necessitate his taking off a trip on certain lines, but we, in reply to that, stated that we were willing to enter into an agreement which, in the first section,

would embody the exact number of trips he had worked on his different lines during the last year.

Q. His statement in the conversation he had with you was that the time on the stand was considered as part of the time of the men? A. He said to us that he considered it working time.

Q. And that anything that proposed to leave it out would be a mere dodge and subterfuge? A. I do not know as he used those words.

Q. But that it would be an evasion of the law? A. He told us, as he construed the law, stand-time was working time.

Q. You understand that under your agreement with the city road, you make seven trips for two dollars, don't you? A. I would like to call your attention to the fact that there is a different number of trips on different roads.

Q. The Third avenue line makes the same number of trips as Mr. Richardson's line, starts at the same point and runs to the same terminus? A. I do not know; I have never been to the terminus of the Third avenue line.

Q. Does not the Court street line run to the same point and start from the same point? A. I know that the Court street line runs in the same direction.

Q. Are you so ignorant of the Brooklyn railroads that you do not know that the Third avenue line runs to the same point as Mr. Richardson's line, Greenwood cemetery? A. Assuming that they do, you make seven trips on that line for two dollars, don't you? A. My belief is that there are seven trips on the Third avenue line of the Brooklyn City road, but I am not positive of it.

Q. And don't you know that those seven trips can not be made within ten hours? A. I do not know.

Q. Do you or do you not know that the seven trips on the City road, either on Court street or Third avenue, to Greenwood, can not be performed in ten consecutive hours without excluding the stand-time and some other time? A. I do not.

Q. Do you know how many trips the men do run now for two dollars on those lines? A. As I have said, I believe they run seven trips on Third avenue.

Q. And on Court street? A. I think they run eight; I am not positive.

Q. For two dollars? A. Yes, sir.

Q. You had no such proposition to submit to Mr. Richardson, in writing, as the first clause in your agreement with the Brooklyn City Railroad Company? A. No; the only proposition that was submitted

to him in writing was a proposition that was written out, that might make the first section, the number of trips; that is, if there were seven trips on one line last year, we would embody that and agree to work that number of trips, and if it was eleven trips on the Fifteenth street or some other line, we were willing to work that number of trips.

Q. Did not Mr. Richardson insist on that proviso, that the men might work extra time at their own request, etc.; did he not insist on that proviso to show that the agreement did not violate the ten-hour law? A. The reason Mr. Richardson gave for that, I think, was that he did not wish to deprive men of the right to work if they wished to.

Q. And didn't he also insist on it for the reason that otherwise his contract would violate the ten-hour law? A. I do not remember that he did.

Q. And you understand that the ten-hour law does not prevent a man from working more than ten-hours, if he chooses? A. I am not a lawyer, but my understanding of the ten-hour law is, that the company shall not exact or require more than ten hours work, except in case of accident.

Q. But if the employé consents to work more than ten hours, that is not a violation of the law, is it? A. My understanding is that it is a violation of the spirit of the law.

Q. Have you ever read the law? A. Yes, sir.

Q. Are you sure of it? A. I read what I was told was a copy of the law.

Q. And you understood that it was a violation of the spirit of the law for an employé to voluntarily agree with the company to work more than ten hours a day? A. Yes, sir; that is as I understand it; that it was to have employés of street railroads work only ten hours within twelve.

Q. How long after your interview with Mr. Richardson did you finally consummate your agreement with the Brooklyn City railroad? A. Three or four days, I think.

Q. What change in phraseology did this proposition undergo as it stood at the time of your last conference with Mr. Richardson, before the final signing of the contract with the Brooklyn City road? A. I will say that, as far as that first section of the agreement is concerned, I think was decided on or was agreed to, the wording of that, on — let me see, I think it was the day after.

Q. After the last interview with Mr. Richardson? A. Yes, sir.

Q. And the contract was signed three or four days after? A. They signed the contract about three days after.

Q. Now let me understand distinctly whether you, as one of the executive committee, did or did not understand that any agreement made with the city road, which included its Third avenue and Court street lines, would also affect equally Mr. Richardson's Fifth avenue line; that they were competing lines running from the same point to the same point, and it took about the same time to run them; did you understand that? A. I do not know as I did understand that; I know that in a general way they are a competing line, still I do not think that the Court street line would be considered a competing line with the Seventh avenue or Fifth avenue.

Q. As a member of the executive board, as a contracting party, did you inform yourself as to whether or not the facts required you to substantially accord to Mr. Richardson the same rights and privileges and time that you accorded the City Railroad Company on those two lines? A. I will say — I do not know as I can answer your question in any other way — that the agreement of the Brooklyn City Railroad Company, with those hours, included all the lines and that we were, willing to make the same with Mr. Richardson.

Q. And did you understand that this contract with the Brooklyn City road, as you made it, enabled it to run seven trips on its Third avenue line and Court street line for two dollars? A. I will say this, I do not know what time it actually took to run a given number of trips on that line, but my impression was that they could run the number that they had run.

Q. The number of trips that they had run; if it was seven it was seven, and if it was one seven and one eight, that was the fact? A. Just so.

Q. When Mr. Richardson left that conference he left it sick, didn't he? A. I do not know as he did.

Q. Do you mean to say that he didn't say that he could not continue the conference because he was sick? A. I will say this, that Mr. Richardson coughed a little there; the conference was not broken up because Mr. Richardson was sick.

Q. Didn't he say that he was sick and could not continue the conference? A. No, sir; I do not think he did.

Q. Didn't you know that he went home sick? A. Not until I saw it in the papers two or three days afterwards; I did not know it until I read the papers; I think it was the second day after that.

Q. Do you mean to say that? A. Yes, sir.

Q. Are you a constant reader of the newspapers? A. I have been lately; I generally read them at night; I do not have much time to read them when I am on a car.

Q. Do you mean to say that you had not heard of Mr. Richardson's illness after the conference until that time? A. I did not.

Q. After this agreement was made with the Brooklyn City railroad, you did not make any attempt to make an agreement with Mr. Richardson, did you? A. No, sir; we did not.

Q. And yet you had not submitted in writing to Mr. Richardson the proposition which contained the terms which were accepted by the Brooklyn City road? A. No; but we told him that; the only written proposition that was made to him was to embody in the first section the number of trips that Mr. Richardson had run on his different lines during the last year.

Q. Have you that proposition that was submitted in writing, now? A. I haven't it here.

Q. Have you it where you can produce it? A. I think I have; I do not really know where it is; it was written on one of Mr. Richardson's stenographer's blanks; it was written by Mr. Best; he said, "How would it be to put in this section the number of trips that you run last year on your different lines?"

Q. What did Mr. Richardson say to that? A. Mr. Richardson preferred his own wording of the agreement.

Q. Didn't Mr. Richardson say to you that it was already in his first and fifth sections, and that it was better expressed there? A. I think he said it was better expressed in the proviso to the first section, and the proviso to the fifth section; we were not very particular how we had it about the wording, but we wanted it more specific.

Q. Will you state to the commission exactly what you did state in reference to Mr. Richardson's first proposition, and be particular about it? A. I think the first objection was that "provided that the employés may be permitted to work any longer time at their own request for additional compensation, with the consent of the company."

Q. That was the only objection to the first proposition? A. We were willing to take that section with that stricken out.

Q. What objection did you make to the fifth? A. One objection to that was that the Ninth avenue line (if I recollect rightly it was the Ninth avenue line); it was an addition of one trip to last year's agreement; and we also objected to the proviso, "A greater number of trips voluntarily run in a day by a conductor or driver at his request or consent, and any less number of trips run shall be paid for at the same rate;" that we objected to, because Mr. Richardson could have any number of trips run that he wished, and he might run two and pay only sixty-six cents for it.

Q. This last conference with Mr. Richardson was on Monday, twenty-first of January, wasn't it? A. I guess that was the date.

Q. After the termination of that conference you proceeded with your negotiation with the City Company, did you not? A. Yes, sir; after that we continued our negotiations.

Q. And you consummated your agreement with the City Company on the twenty-fourth, didn't you; the agreement bears date the twenty-fourth? A. The agreement bears date on the twenty-fourth, I think.

Q. You struck on Mr. Richardson's road on the twenty-fifth, didn't you? A. We didn't strike.

Q. The men quit work at 4 o'clock Friday morning, didn't they? A. I believe the men quit work some time in the morning Friday.

Q. And what time was the contract with the City road executed? A. It was executed in the evening; we had to wait until Mr. Lewis made out these papers.

Q. At what time in the evening? A. About 7 o'clock, I think.

Q. And the tie-up on Mr. Richardson's road occurred the next morning at 4 o'clock, didn't it? A. I do not know the hour.

Q. Wasn't it 4 o'clock? A. I will take your word for it.

Q. Don't the executive committee fix the hour? A. No, I don't know as they do.

Q. How is the hour fixed? A. I think that is a point that is left to the employés.

Q. What is the practice? A. I do not know what the practice is, because this is the first tie-up that has occurred since I have been a member of the executive board; I believe the practice is that the first car in the morning does not go out.

Q. And after making this agreement with the Brooklyn City road, you did not make any effort to come to an agreement with Mr. Richardson, did you? A. No, sir.

Q. Mr. Richardson had issued this circular which has been handed to the board previous to that? A. Yes, sir; without asking any further conference with us.

Q. On January twenty-second? A. I believe it was issued on that day.

Q. Don't you know that your men in some way conceived the impression that the object and purpose of that circular was to reduce their pay from two dollars to one dollar and seventy-one cents per day? A. If I may be allowed to say what I thought was the impression of the men, it was this, that Mr. Richardson, in order to force them into an agreement to work more than ten hours, was

cutting down the hours, which on a seven-trip line would take off a trip and would amount to one dollar and seventy-one cents a day.

Q. And that was the reason the men went on strike on the twenty-fifth? A. That was the reason, yes.

Q. The strike was ordered without going to Mr. Richardson, or asking him what he meant by it? A. There was no conference with Mr. Richardson after that circular was issued.

By Commissioner Donovan:

Q. Was there anything that caused them to have that impression? A. After the issuing of this circular on the Fifth avenue line and Seventh avenue, and I believe it was the same on other lines, the men were asked by the foremen and starters on the different lines whether they wanted to run six trips or seven; how many trips they wanted to run, and they understood that if they were to run only the six trips they would get only one dollar and seventy-one cents for it, and a number of them — a large number of them — I believe on one or two lines, a majority of them, said they wanted to comply with the ten-hour law, and a trip was taken off of them, not the first trip or the last trip, but some intermediate trip; when they came up, their car was pulled in for a trip; while they only made a trip less, the time from the start in the morning until they were through at night was the same as it would have been if they made the usual number of trips; they looked upon that as sharp practice upon the part of the company; the company was giving them six trips in accordance with the law, but it was really taking up all their time, and the company only intended to give them one dollar and seventy-one cents for that, and they thought that on the part of the company, it was an attempt to coerce them into working more than ten hours.

By Mr. Tracy:

Q. Did you ever read that circular? A. I did.

Q. Did you read it before the strike? A. I did.

Q. Did you not understand from that circular that if the men ran seven trips a day they would get the same pay as they did before? A. General, I don't really understand that circular and I have not met anybody that did.

Q. And was that the condition with all the members of the executive board, that they didn't understand the meaning of that circular? A. I think it was; the opinion of all the members of the executive board was the same as the understanding the men had of it.

Q. As far as you understood, do you mean to say that the understanding of the executive committee was, that if the men chose to run

seven trips a day they would not receive the two dollars for it? A. I think that the understanding was that if they chose to run the seven trips in the same time that Mr. Richardson wished them to run the trips, they would get two dollars for it.

Q. Is there anything in the circular that qualifies the time in which they are to run the seven trips, different from what it had been? A. I will say this, that the time of the running of the trips had not been always satisfactory.

Q. Is there anything in this that changes it? A. I do not think that there is.

Q. If you were the representative of 750 laborers, and a circular was issued which you did not understand the construction of, if you permitted a strike or ordered a strike of those 750 laborers without going to the party who had issued the circular and asking what it meant, or what he meant by it, do you think that you would be acting properly? A. I think that if I was aware of the fact that the representatives of the employés had made repeated efforts to come to an agreement with the company, and to find out exactly what the company was willing to do, and if they had failed to find that out, and if the company had been uncertain and indefinite in its statement to the representatives, and had shown a disposition to trifle with the matter, if I was one of the employés, I would have considered it just about the proper thing, I think, to tie-up.

Q. And yet you say it was this circular, and the understanding of this circular among the men, that precipitated the strike? A. It precipitated it, but it was not the sole cause.

Q. The strike had not taken place when that circular was issued? A. It certainly had not.

Q. And it was the issuance of that circular and the understanding of it among the men that led to the strike, was it not? A. It was the manner in which the men had been treated all through that led to the strike, and that was only the culminating point.

Q. You have stated how they were treated in their dealings in reference to the strike, have you anything to add to what you have already said on the subject of Mr. Richardson's position in reference to this proposed agreement? A. I do not know that I have.

Q. How long do you say that you have been engaged in the railroad business? A. A little over three years and a half.

Q. In what capacity? A. Conductor.

Q. What line? A. Myrtle avenue line.

Q. For the Brooklyn City Railroad Company? A. Yes, sir.

Q. And the majority of this committee were employés of the Brooklyn City Railroad Company, were they not? A. I have found out that three out of the five were employés of the Brooklyn City Railroad Company.

Q. Didn't you know that before? A. I didn't know it at the time the committee was appointed.

Q. Didn't you know it at the time of these negotiations with Mr. Richardson? A. No; I don't believe I did.

Q. Do you mean to say that you didn't know that three out of five of the members of this executive committee, at the time of the negotiations with Mr. Richardson and at the time of making this agreement with the City railroad, were employés of the Brooklyn City road? A. You are asking two questions; you ask when the negotiations were had with Mr. Richardson; I did not know, and do not know to this day, what company Mr. Byrnes was working for; he is a horseshoer; I understood that there was some sort of an intermediate company between the horseshoers and the railroad company.

Q. You did not know that he was an employé of the City road? A. No, sir; I did not.

Q. When did you find it out at first? A. I found it out, if I do not mistake, a few days before the contract with the Brooklyn City road was signed; Mr. Lewis made some reference to it.

Q. You know that on most lines it is necessary to run more cars in the morning and evening than it is in the middle of the day? A. The companies claim that it is.

Q. Have you any doubt about it — in order to accommodate the public? A. No, sir; I have not.

Q. You know the fact also that recently and within the last year, there has gone into operation on the two main lines of the City road, Myrtle avenue and Fulton avenue, elevated railroads? A. Yes, sir.

Q. And you know the fact, do you not, that elevated railroads so relieve the rush of travel morning and evening, that it is not necessary for these two lines to run as many trippers in order to accommodate the public as it was before those elevated lines went into operation, don't you? A. No; I do not, in this way; as I am informed, the company would want to run more cars in the morning in order to not keep people waiting, for fear they would take the elevated roads. I might say, General, on Myrtle avenue, the elevated road only runs up a short distance yet.

Q. How far? A. Grand avenue.

Q. On none of Mr. Richardson's roads have the elevated roads gone into operation yet? A. I believe not.

Q. And yet you wanted Mr. Richardson to make the same agreement in regard to trippers that you had made with the City road? A. No, sir; we did not.

Q. Wherein did it differ? A. On the City road, the stipulation is that not more than one-quarter of the entire number of cars run shall be trippers.

Q. Are you sure? A. I am positive.

Q. Now, what did you ask of Mr. Richardson? A. We were willing to take —

Q. What was it in your written proposition? A. In the written proposition it was one-quarter, the same.

Q. And you knew the fact, did you not, that on one of his lines, the Fifth avenue line, he had always run more trippers than he had regular cars, in the regular course of his business? A. I believe that such was the case.

Q. Your proposition was that Mr. Richardson who had always found it necessary —? A. I would not say that he had always run more trippers, but during the last year.

Q. Do you know to the contrary, that he had not? A. No, sir; but my impression was that he had run more full day cars at one time.

Q. You had no knowledge of it? A. No personal knowledge, no, sir.

Q. You know that during the last year he had run more trippers on the Fifth avenue line than he had full day cars? A. I believe he had.

Q. How many more? A. I do not know.

Q. A good many more, didn't he? A. I do not know.

Q. Your proposition was that on the Fifth avenue line, where he had run more trippers than he had full day cars, he should only run only one-fourth trippers? A. That was the proposition, but it was not final.

Q. It was the proposition that you went to him on? A. Yes, sir; it is.

Q. And it is the only written proposition that you ever submitted? A. Yes sir.

Q. And how you modified that is a matter of memory? A. Yes, sir.

Q. You also know the fact that it is necessary to run more trippers in the evening than it is in the morning, that is, that the people who go to the city in the morning take three or four hours to get there, and they all want to return within two hours in the evening? A. I do not know that.

Q. You do not know that that is a fact? A. No, sir.

Q. You are not sufficiently acquainted with the railroad business to know whether that is a fact or not? A. I know that on the Brooklyn City road they run the same number of trippers in the morning as they do in the evening.

Q. Do you know how it was before they were interfered with by the Knights of Labor, who required them to run only a certain number of trippers? A. I have some knowledge of the line I work on; I worked on a railroad line before there was any agreement between the companies and the Knights of Labor.

Q. Do you know how it was then, whether they ran more trippers in the evening than they did in the morning? A. I do not recollect that, but I know that they ran more trippers.

Q. The more tripper cars run, the greater is the accommodation to the public, is it not? A. O, naturally.

Q. Then is not the effect of your tripper business that any man who is employed at all, even to run a single trip, the company shall pay twelve shillings to the driver and to the conductor; don't you know that this had the effect to diminish the number of cars run in the morning and evening and thus to diminish the accommodation to the public? A. No, I should think it would have the effect of increasing the number of trips run and increasing the accommodation to the public.

Q. At the time they need the accommodation? A. It is a question when they need the accommodation.

Q. Don't they need it from 5 to 6 in the evening and 6 to 7? A. They certainly need more cars than they do during the day.

Q. Don't you know that if the company was at liberty to put on a reasonable number of conductors and drivers in the evening, they would run more cars than they would if they had to pay one dollar and fifty cents to the conductor and driver each to make two trips? A. They could run them cheaper.

Q. Don't you think they would run less? A. If they consulted their own interests and did not consult the interest of the public they might.

Q. In short, the effect of it is, is this: that under that order a company, if it finds it necessary, can not ask a conductor who is an extra man and waiting his turn, anxious to do the service, they can not ask him to run a single trip from Greenwood to the ferry without paying him one dollar and fifty cents? A. Yes, they can.

Q. Tell us how? A. They could on extraordinary occasions.

Q. Except on extraordinary occasions could they? A. No, sir; not under that agreement.

Q. So they can not do it. Did not Mr. Richardson make you this proposition, that he would run the same number of cars that he had run during the previous year, he would run the same number of seven trippers he had run during the previous year, so as not to lessen the accommodation to the public, and did he not ask the privilege of putting on two or three extra trips, one at morning and one at night, without being required to pay one dollar and fifty cents for it? A. He wanted to put on those extra trips.

Q. He was willing to pay one dollar for it? A. He made no such proposition in writing.

Q. Didn't he verbally? A. I think he did, verbally.

Q. And the cost of running a trip from Greenwood cemetery to the ferry comes to twenty-eight cents and a fraction, doesn't it? A. Yes, sir.

Q. And for the privilege of running three trips he offered to pay a dollar, that is, thirty-three and one-third cents a trip, didn't he? A. He made some such suggestion of that kind; I do not know as he made it as an absolute offer.

Q. Didn't you reject it? A. We told him that we wanted any man that went out to work and had his day taken from him to get his dollar and fifty cents.

Q. You understand in the railroad business, do you not, that men who apply and can not be put to work, their names are taken and they are put on as extras, and their number is kept, first extra and second extra, etc.; you understand that? A. Yes, sir.

Q. And you understand that a man who enters into the railroad business must take that position and hold it until he works up into regular employment; you understand that? A. Yes, sir.

Q. And he first gets a tripper and finally works up to two dollars a day, and gets a regular car? A. A tripper is a regular car.

Q. These men who are extras are idle? A. They may run one day and not run another day.

Q. And those men would be absolutely idle? A. No, sir.

Q. Why not? A. An extra stands on the extra list, and he gets work only when another man leaves work, as he may be sick, he may be tired, or may have some other business to attend to. The extra who is first for work, as we call it, gets his car for that day, and the next extra gets the next car for the day; this extra, if he was not put on the tripper might remain idle for the day, but, on the other hand, he might get two dollars for running a car for some other man who wanted to lay off.

Q. He might get that, but the other extra who had nothing to do could get a dollar by running these extra trips? A. You might find some idle ones to do that.

Q. The proposition of Mr. Richardson was this, to have one extra trip in the morning and two in the evening, and for that he offered to pay one dollar? A. His proposition was to be allowed to run extra trips and to pay at trip rates.

Q. Didn't he offer to pay a dollar for those three trips? A. I believe he made that suggestion, that he would pay that, but he didn't offer to pay a dollar where the trips were sixteen-cent trips.

Q. Was there any objection made about that? A. I do not know as there was, but his proposition was broad enough to take that in.

Q. His proposition was that where it was a seven-trip road he would be willing to pay thirty-three and one-third cents a trip to be allowed to run three extra trips? A. I believe that was it.

Q. And did you think you were accommodating the public? A. We thought that he could reduce the number of one dollar and fifty cents trippers by filling their places by the dollar trippers.

Q. Have you not just said that Mr. Richardson proposed to run the same number of trippers? A. No, sir; I have not.

Q. Now, was not that Mr. Richardson's proposition? A. No, sir.

Q. You mean to be understood that it was not? A. I do.

Q. You mean to say that Mr. Richardson did not make this proposition, that he would run the same number of cars on each line that he had run in 1888? A. No, sir; I do not think it was.

Q. You did not so understand him? A. No, sir, and Mr. Richardson refused to be bound down to run any number of trips for ten months, until he knew what the requirements of the road were; he said he did not know what the requirements of the road would be ten months from now, and therefore he said he would not agree to run one-fourth as many trippers as full day cars, or one-third as many; he would not agree to run any definite number.

Q. But didn't he say that he would agree to run not less than the same number of cars and not less than the same number of one dollar and fifty cents trippers for the next year, as he had for the last year? A. I do not think that he did.

Q. Another proposition Mr. Richardson made there was on Saturday, January nineteenth, he offered to accept the contract of last year in its entirety and sign that, didn't he? A. He did.

Q. And you objected to that? A. We did; we objected to taking it in its entirety.

Q. Didn't you understand that the proposition you had made to him would increase the expense of operating his road? A. Certainly.

Q. And he said it would, didn't he? A. I believe he did.

Q. And that was the ground of his objection to it, wasn't it? A. And we waived it.

Q. That he could not consent to any proposition which substantially increased the ratio of expense of operating his road? A. He said so.

Q. And he gave you the reason for it, why he could not? A. If I recollect rightly, he claimed that they were not in a position to do it, financially.

Q. And did he not admit or state that he was willing to negotiate or give consideration to any proposition that you made, or modification of the old contract that you desired, that did not involve a substantial increase of the expense of operating his road? A. I do not think he did, for the simple reason, in the first place we waived a great many of the demands in that proposition, and we were willing to come down to an agreement which didn't substantially increase the expense of operating the road.

Q. Did you make any such proposition as that to Mr. Richardson in writing? A. Not in writing; no more than Mr. Richardson made these other propositions in writing.

Q. What propositions did you make to him verbally that you understood would not substantially increase the expense of operating his road? A. The proposition that we had submitted to the other companies of the city; the drivers and conductors considered that eight hours should constitute a day's work on Sunday, and that demand, if you consider it a demand (it was merely put forth as a proposition for discussion) was waived; another proposition was that the hostlers should take care of eighteen horses, as they are now taking care of only eighteen horses on one road in the city; we agreed to waive that and let them take care of twenty horses; there were some other propositions that increased the expenses somewhat and we waived some of them.

Q. Name any of them that you waived. A. We waived those two, and we waived the proposition that each man should be paid one dollar and fifty cents; we agreed that on great holidays and such days as that Mr. Richardson should run extra trips without paying one dollar and fifty cents for it.

Q. That was in last year's contract, was it? A. I do not know but it was.

Q. What do you want to be understood? A. We wanted that Mr. Richardson should not run out these extra trips every day without

any limit; that was what Mr. Richardson wanted; we thought that it would be abused by the company, and that they would run out a great many extra trips, and we were willing to limit that.

Q. How did you propose to limit it? A. That on extraordinary occasions the company should run out extra trips without paying one dollar and fifty cents.

Q. How was that to be defined — what was an extraordinary occasion? A. It might be defined as a section in last year's agreement was defined — that Mr. Richardson should run a reasonable number of trippers; it was not defined what was a reasonable number.

Q. You did not define what would be considered an extraordinary occasion? A. No, sir; we had no doubt that Mr. Richardson would find a great many extraordinary occasions.

Q. I will read the nineteenth proposition in Mr. Richardson's proposal for this year: "Trips to ball-grounds, railroad depots or ferries or other points at which cars have to wait to be loaded, shall be paid for at regular trip rates from the time the cars leave their several depots until their return, unless unnecessarily delayed by conductor or driver." You objected to that clause, didn't you? A. We made some objection to that clause.

Q. And that was stricken out on your objection; the twenty-first paragraph of the contract last year reads as follows: "Extra work or overtime, such as trips to ball-grounds, railroad depots or ferries, where cars have to wait to be loaded, shall be paid at regular trip rates from the time that the cars leave their several depots until their return?" A. Yes, sir; that is in last years agreement, twenty-first section; yes, sir.

Q. And the equivalent of that is in the nineteenth section of his proposed agreement; and you objected to it, and he struck it out? A. We objected to it because we thought it was a little too indefinite.

Q. And he agreed to strike it out, didn't he? A. I believe he did, although there is no written proposition of his to that effect.

Q. How many conferences did you have with Mr. Richardson, general conferences touching the general agreements to be entered into? A. We went five or six times to see Mr. Richardson in regard to the agreement, but two or three times he refused to discuss the agreement, because there was a certain section in the agreement that he wanted stricken out.

A. That was in regard to Gallagher? A. Yes, sir.

Q. You agreed to strike it out? A. We agreed to strike it out.

Q. And after that you went into conference with Mr. Richardson in regard to the agreement generally, did you not? A. Yes, sir.

Q. How many interviews did you have with Mr. Richardson after that, before the tie-up? A. We had two I think, and one short one when we came to inform him that it was stricken out.

Q. You simply appointed a meeting then? A. Yes; we were prepared to discuss it, but Mr. Richardson was not.

Q. You had two interviews? A. We sat down twice to discuss the agreement.

Q. How many interviews did you have with the City Railroad Company before you came to a conclusion about the agreement? A. Two I think.

Q. Only two; not more than two; do you mean to say that you did not have more than two interviews with Mr. Lewis? A. O no; I didn't say anything of the kind.

Q. How many interviews did you have with Mr. Lewis about the agreement before the agreement was finally entered into on the twenty-fourth of January? A. About two; only two I think.

Q. Did you take part in all of them? A. No; I took part in all but one.

Q. How many did you take part in? A. Do you mean interviews now?

Q. Yes; your interviews with Mr. Lewis; how many did you have altogether? A. We had I think, four or possibly five.

Q. And during those four or five interviews you were discussing the agreement that was finally consummated on the twenty-fourth? A. No; we did not sit down; they were just about on a par with the conferences with Mr. Richardson; we did not take up the agreement to discuss it, I think, except at two interviews.

Q. He made a proposition to you, didn't he? A. Yes, sir; exactly; and so did Mr. Richardson.

Q. And didn't you discuss the proposition with him? A. No; we took it and told him we would submit it to the men.

Q. Didn't you discuss it? A. I don't think we discussed it as much as we did with Mr. Richardson.

Q. Do you mean to say that you did not discuss the proposition at all? A. There was no discussion, in fact; Mr. Lewis wanted to increase the number of trippers on three of his lines, and if anything was discussed, it was in reference to that proposition, and we agreed to take the proposition and place it before his men.

Q. And then you made a proposition back in writing, didn't you? A. We did.

Q. Didn't you discuss it with him then? A. We did not; he agreed to take it and submit it to his board of directors.

Q. What was done next? A. Mr. Lewis notified us that his board of directors objected to that proposition.

Q. Did he not give you that notice in writing? A. No, sir.

Q. What was done then? A. There was another proposition submitted to Mr. Lewis by the men.

Q. What was done then? A. Mr. Lewis then, I believe, wished to have a conference, and thought that the matter could be settled amicably, and there was a conference with the executive board and committee of his employés from the various lines, and at that conference a discussion of the agreement came up, and we took up one section after another, and we decided them there and agreed upon what should be the agreement for 1889, and Mr. Lewis kept a memorandum of the amendments to the different sections, and what each section should be as agreed upon; he had these copies by some process gotten out; that is, he told us that he would have them, and appointed a time when we should sign them.

Q. Didn't you have an interview with Mr. Lewis on Tuesday afternoon after you got through with Mr. Richardson? A. That is the one that I refer to.

Q. Where the employés were present and where you discussed it? A. Tuesday afternoon, I believe was the time that they submitted the second proposition to Mr. Lewis, and Wednesday, I think, the executive board and the committee of employés waited on him and discussed the agreement; somewhere around 6 o'clock, I think, we wound up.

Q. Didn't you have an interview with him on Monday morning, the day that you came from Mr. Richardson? A. I would not say whether it was on Monday morning or Tuesday morning that this second proposition was submitted to him.

Adjourned to February 7, 1889, at 10 o'clock A. M.; at which time, board met at the same place.

By Chairman PURCELL.—Mr. Magner says that his witnesses are not on hand, and it is suggested that your side go on.

By Mr. TRACY.—That is entirely agreeable.

THOMAS E. CROSSMAN, a witness called on behalf of the company, being duly sworn testified as follows:

By Mr. TRACY:

Q. Where are you employed? A. By the Atlantic Avenue Railroad Company.

Q. Are you stenographer and private secretary of the president? A. Yes, sir.

Q. Were you present at the interview between the president of the railroad company and the executive committee, on Saturday, the nineteenth of January? A. Yes, sir.

Q. Did you take stenographic notes of what occurred? A. I did.

Q. Have you them with you? A. I have.

Mr. RICHARDSON.— I propose to have the stenographer read verbatim what I said on that occasion to the executive board of District Assembly 75, and what they said in reply, so that you may be able to see just the terms they wanted to inflict on the company, my objections to certain things and my reasons for so doing. I want my stenographer to go on and read it so that your stenographer may take it down.

Mr. MAGNER objected to this method of examining the witness, and insisted that questions should be put to the witness.

The Board overruled the objection.

By Mr. RICHARDSON:

Q. Please read to the commission the whole statement, as you have it, of what did occur; what was said by me to the executive board and what was said by them. A. The executive board and employés of the company met at the company's office, and Mr. Richardson asked—

Q. Have you the names of the employés? A. Not all of them; I did not know the names of some of them; Mr. Richardson asked the chair, man of the executive board, Mr. Coopey, if he had anything else to offer-

Q. This was at what time? A. On Saturday, the nineteenth of January. Mr. Coopey said: "I haven't anything else to offer. I thought we would take each section of our agreement separately and discuss them as we go along." Mr. Richardson.— "I will do just as you see fit. I want you to understand that, if there is any question in reference to this matter, I have got here with me our annual sworn reports, as made to the department, up to the 30th of September, 1888 with our receipts and expenditures, in every respect, for the year ending at that time. We have also those for the last three months, so far as they will throw any light on the subject of increase or decrease of business. I go on the basis of being willing to do anything we can do fairly in the treatment of our men. As regards expenditure and hours of labor, we can show that we can not afford to incur any increased expenditure over the year past, for the reason that we ran several thousand dollars behind in that year in increased expenses and outlays that we then incurred. This is not a question of rhetoric, no question of feeling whether companies are rich or poor, or anything of that kind, but cold figures. I have gone to work on that basis and prepared a proposition covering this statement, and follow-

ing the agreement of last year as nearly as possible, and I am willing to read that to you right through, what I propose, or I am willing to take the matter up in any way that you think best, or willing to read both and then take each separately. (That was the agreement that Mr. Richardson proposed, and the agreement that the board proposed.)

Mr. RICHARDSON.— Which you have printed in the document.

The WITNESS.— Both agreements were then read; then Mr. Coopey said: "In reading the first section of your proposed agreement we find that you made quite a change." Mr. Richardson.— "We have merely put 'provided, however, that employés may be permitted to work any longer time at their own request for additional compensation, with the consent of the company.'" Mr. Coopey.— "That nullifies the first part." Mr. Richardson.— "Not at all; it simply leaves the men as free men to say whether they want to work or not, and for us to say whether we want to have them work and pay them for it; it is a matter entirely voluntary with free men. I say to attempt to limit a man's right to work is the worst and meanest kind of slavery. No man has got along to be a wealthy man in middle age if he did not labor more than ten hours a day; many a man has worked far into the night, for the purpose of supporting his family and saving money. I feel that you have no right to say to a man, 'you shall not work,' provided the company needs his services. That is precisely the same, I think, as we have it in our present agreement." Mr. Wilson then said.— "We are here representing your employés as an organization; they don't wish to work more than that time, and we want to make an agreement for the length of time they desire to work each day, for the year to come." Mr. Richardson.— "That is, of course, a question for my judgment, representing the company and representing the employés. I am not willing to make an agreement that shall prevent the employés, if they desire to work longer with our consent or if we desire them to work longer with their consent, I am not willing to say peremptorily that they shall not have the chance to do it." Mr. Wilson.— "That expresses their desires; whatever agreement we make expresses their desires." Mr. Richardson.— "At the same time, it is fair to say that you do not represent the whole of our employés; you represent all those that have deputed you to come here, and you represent the men who, in various organizations, have deputed you to come; but the agreement is between the company and all of its employés. It must be made fair to all."

Mr. MAGNER.— What happened before that?

The WITNESS.— There was considerable irrelevant discussion,

Chairman PURCELL.—Read everything that transpired. The whole interview that occurred there enters very largely into the cause of the controversy and we desire it all.

The WITNESS.—Mr. Wilson then said: "Only such of your employés as you are willing to recognize us as representatives of; any others we don't represent." Mr. Richardson said: "We don't need to discuss that; that would certainly take up time. Mr. Best, I ask who are these men—" I may say here that I am not prepared to read this without getting it in shape; I have not seen it since the nineteenth of January, and, as your own stenographer will tell you, it is not customary to let things get so cold; I put these notes in the safe on the nineteenth of January and I had not taken them out until yesterday afternoon. Mr. Richardson said to me: "Crossman, I want you to get out your notes and get it ready to read." He first said to get it type-written, and I told him it would take two days to do that, but I said that there was very much that was not of much importance and that I could get the salient points and be prepared to read them intelligently.

Mr. MAGNER.—Do these stenographic minutes embrace everything that transpired there?

The WITNESS.—Yes; I took full notes of everything that occurred and will be prepared to read it if you will give me time.

Chairman PURCELL.—I can see that this matter, if we go through with it, will take some time. I supposed, when we insisted upon the full reading of it, that the witness was ready to read it. It may take a whole day to read it and it may be better for Mr. Richardson to adopt the plan you suggested of asking questions. Afterwards, if it is desired to have it all go in, you might have it type-written and file it.

Mr. RICHARDSON.—Then can I confer with the witness as to the questions that I shall ask, as I can not be expected to keep this whole matter in my mind, as I have not referred to it since the nineteenth of January.

Chairman PURCELL.—I don't think that can be allowed.

ANDREW D. BEST, a witness called on behalf of the employés, testified as follows:

By Mr. MAGNER:

Q. Where do you live? A. Twenty-seven Chauncey street.
Q. What is your business? A. Conductor.
Q. What line? A. Read avenue.
Q. What company? A. Broadway Railroad Company.

Q. Are you at present employed there? A. Yes, sir.

Q. You are a member of the executive committee of District Assembly No. 75? A. Yes, sir.

Q. And as a member of that executive committee, in company with Mr. Rellihan and the other members, you visited Mr. Richardson? A. Yes, sir.

Q. You were there at the first interview with him? A. Yes, sir.

Q. You were present when your proposed agreement was submitted to Mr. Richardson for his action? A. Well, I don't remember; I do not believe that I was present when the agreement was left with Mr. Richardson.

Q. Were you present when any discussion of your agreement and his agreement, as proposed, was had? A. I was there on the five different occasions when we went for the purpose of discussing the agreement.

Q. Who was present with you on these occasions? A. Our full executive committee was present on each occasion; on the first three occasions none but the board was there, and on the last two occasions the joint committee representing the men on the Atlantic avenue system were present, nine members of a committee; we went there for the purpose of discussing the agreement.

Q. Nothing was discussed, as matter of fact, at the first three occasions, except clause 26? A. That was all; if you will allow me to explain, as I explained before, the board went there for the purpose of discussing this agreement, but Mr. Richardson insisted, as a condition of discussing the agreement, that we must strike out the last clause, section 26.

Q. You consented to strike out that clause on the third interview? A. After the third interview we consented to it.

Q. You then went into a discussion of the agreement, minus the twenty-sixth clause? A. Yes, sir.

Q. What was the result of that discussion, and what happened at the discussion on the nineteenth of January? A. Well, I don't remember the date without referring to a memorandum; well, I will state that the agreement—I can't tell you which was read first, but both proposed agreements, the one proposed by the employés and the one proposed by Mr. Richardson, were read, one after the other, and then we took up the discussion of the agreement; on the first section of the agreement, which provides for ten hours per day, the labor to be performed within twelve consecutive hours, we had a difference of opinion there and could come to no settlement on its provisions; there was also a slight difference on section 2, in which Mr. Richard-

son insisted that they should have—he would allow them to have twenty minutes for breakfast or supper, if they desired it; our agreement provided that, inasmuch as the men had decided to request this from Mr. Richardson, we wanted to cover the whole difficulty at once, and save the men from going down to the office and requesting twenty minutes for breakfast and twenty minutes for supper, whenever they wanted it, on every occasion; we desired to save time and labor for all concerned by making an arrangement that would run while the contract would last; we differed on that, on section 1 and section 2; section 3 was agreed to, if I remember correctly, and so was section 4; on the fifth section, which provides for the number of trips to be run on the several lines for two dollars, there was a long discussion over that.

By Mr. RICHARDSON:

Q. Section 5 of my proposition? A. Yes; especially over the last clause of it, "A greater number of trips voluntarily run in a day by a conductor or driver, at his request or consent, and any less number of trips, shall be paid for at the same rate;" we had a long discussion over that matter, and Mr. Richadson said, if I remember correctly, that it was impracticable; while we explained to him that the running time was to be counted, the actual running time on the rail was to be considered.

Q. Please repeat that? A. That we would consider the working time to be the actual running time on the rail, to be within the ten hours, and that the stand-time and meal-times should come out of the other two hours, the work to be performed within twelve consecutive hours; the discussion came up when we asked each of the foremen, all of whom were present from the various depots, what the running time on each of their lines was, and I think, with the exception of Fifth avenue, they all agreed that the usual number of trips on each of the lines could be done within ten hours; in order to have it fully expressed, I drew up something to cover that section and, I think, some other section, sections 1 and 5.

By Mr. MAGNER:

Q. Did you make a proposition in writing to embody sections 1 and 5? A. Yes, sir.

Q. What was that proposition? A. It was as follows: "No conductor or driver shall be required to run more than seven trips on Fifth avenue to ferry, or eight trips to bridge; seven trips on Seventh avenue to ferry, or eight trips to bridge; six trips on Ninth avenue to ferry, or seven trips to bridge, or four trips to ferry and three trips to

bridge; eight trips on Bergen street to ferry; nine trips on Butler street to ferry; cross-town line, eleven trips from bridge to Hamilton ferry; six trips on Fifth avenue to ferry, and one trip to the bridge; six trips on Seventh avenue to ferry and one trip to bridge, for a day's work, at two dollars, the work to be performed within twelve consecutive hours, including not less than twenty minutes for breakfast and thirty minutes for dinner, or thirty minutes for dinner and twenty minutes for supper, as the runs may call for. All cars going out before six o'clock A. M. shall have time for breakfast and dinner and, all cars going out after 7 o'clock A. M. shall have time for dinner and supper, as herein provided for." That was the section which was drawn up and submitted to Mr. Richardson to cover that point, and which, as you will see, provided that the same number of trips should be run on each of his lines as were run last year.

Q. Are they the same as he suggested in his agreement? A. Yes, sir; exactly the same number of trips as he has got it.

Q. What was done with that proposition? A. Mr. Richardson thought the way in which he had drawn up his agreement was more satisfactory to him than the one which we submitted, and consequently he refused to accept it, would not have it at all.

Q. What was the difference between that proposition, as you consider it, and propositions one and five combined of the agreement proposed by Mr. Richardson? A. One of the main points of difference was that, according as we understood the proposition of Mr. Richardson, the men would not have time for breakfast or supper unless they desired it, as Mr. Richardson expressed it, and they would be sure of this time if our proposition was accepted; also that the time for which the car would run, the actual running time on the rail, would be performed within ten hours; that is, ten hours would be the actual running time; the running time, meal times and stand-time would all come within twelve consecutive hours; under Mr. Richardson's proposition the twenty minutes for breakfast or twenty minutes for supper would come outside of the twelve consecutive hours.

Mr. MAGNER offered in evidence the written proposition of the executive board which was intended to cover sections 1 and 5 of the agreement proposed by Mr. Richardson. It was received in evidence and marked "Exhibit D."

Q. Then your construction of section 2 of the agreement proposed by Mr. Richardson would make the breakfast or supper time outside of the twelve hours? A. Yes, sir.

Q. And you wished to include that in the twelve hours? A. Yes, sir.

Q. And your construction of the last portion of section 5 would be that he could run as many trip cars as he desired at any time? A. Yes, sir; exactly.

Q. These two things you wished to exclude in your proposition? A. Yes, sir; those are the two things we thought Mr. Richardson proposed to do, and we intended to make some entirely different arrangement.

Q. Is that the same proposition that was presented to the City Company? A. Yes, sir.

Q. And adopted by them? A. Yes, sir; that is, the agreement made with the Brooklyn City Company provides—

Mr. RICHARDSON objected to this testimony on the ground that the agreement with the Brooklyn City Railroad Company shows for itself and is the best evidence. Objection sustained.

Q. Did you inform Mr. Richardson of your agreement with the Brooklyn City road? A. No, sir; it was not made at the last time we met him.

Q. Did you tell him in any way that the differences were practically settled? A. I don't remember if we told him so or not, but if I recollect rightly, we offered to sign an agreement with Mr. Richardson equivalent to any that had been signed by any of the companies in Brooklyn which claimed to be the most poverty-stricken.

Q. You made that offer to Mr. Richardson? A. Yes, sir.

Q. What were your next objections to the propositions of Mr. Richardson? A. In the sixth section, providing for the scale of wages for some of the hands there, the watchmen, I believe we wanted fourteen dollars a week; Mr. Richardson wanted to pay them a dollar less, or thirteen dollars a week.

By Mr. RICHARDSON:

Q. You mean refused to increase? A. That was about the size of it, if I understood it correctly; I will state the reason why we asked fourteen dollars for watchmen, simply because every other company has been paying it throughout the city for years, with the exception of Mr. Richardson; "the driver of a snow-plow or sweeper, and the first-assistant driver, at the rate of two dollars and fifty cents per day or night;" we did not consider that acceptable, because all the other companies are quite willing and do pay the drivers of their snow-plows and their first assistant, who must be an equally competent man as the driver, three dollars for day or night work; and the rest of the crew get two dollars and fifty cents.

By Mr. MAGNER:

Q. How much did you ask? We asked three dollars a day, the regular rate of wages paid by all the other companies in the city for the same class of work. Mr. Richardson, in his proposition, was only willing to pay two dollars and fifty cents per day or night; the other assistants that we had in our proposition two dollars and fifty cents a day or night, he did not mention at all; the towboys he proposed to pay a dollar a day in his proposition, and we asked that he pay them the same as is paid by the Brooklyn city and other companies, one dollar and twenty-five cents; he refused this on the ground that it would increase the expenses of the company.

By Mr. RICHARDSON:

Q. Do you mean to say that I only offered them a dollar a day? A. That is your proposition, Mr. Richardson; "Towboys are to receive one dollar a day, to consist of ten hours inside of twelve hours, with thirty minutes for dinner. All towboys shall be allowed one dollar extra for each seven days work, as a premium for good and faithful behavior, commencing with January 1, 1889, and payable for the time accrued on the first day of July and January ensuing. Boys discharged for cause, approved by the executive board, shall not receive any portion of the extra allowance; but the same shall be divided, *pro rata* for the time served, to those boys who are in the employ of the company on the first day of July and January respectively;" I am stating the reason why the proposition was not acceptable to us; that even the dollar a week which Mr. Richardson proposed that he should pay in the form of a bounty every six months to the towboys, and to those who were actually in his employ on those fixed dates, it was not satisfactory to us nor to the boys nor to the men, and it did not bring the pay of the towboys up to the same scale as that paid by other companies; furthermore, some of those boys were receiving money which they never earned, because all the boys who were discharged in the meantime, all this money was paid into a fund. and if they served five months and two weeks with the company and were discharged for any cause, the other boys received the benefit of those boys' work; we considered it unsatisfactory on that account; we believed that each boy should receive the money he earned.

By Mr. MAGNER:

Q. What other proposition? A. Then we had some discussion.

Q. About the eleventh? A. We had some discussion on the ninth I think.

Q. I mean the principal points of difference between you? A. The next principal point was the eleventh: "Hostlers shall not be required to take care of more than twenty horses, but may be required to do any other work about the company's premises during their hours of duty;" now, we objected to this on the ground that, while we were willing to concede the twenty horses to Mr. Richardson, and have the stablemen stow hay, straw and feed as they had been doing, we did object to the clause that provided that "but may be required to do any other work about the company's premises during their hours of duty;" we objected to that on these grounds; because, in the first place, the stablemen are held responsible for the proper care of their horses; those who know anything about the work know that to take care of twenty horses is about as much as one ordinary man can reasonably do, take care of the stable, feed them, water them, etc.; outside of that they had to stow the hay, straw and feed for their depot; now, under the provisions of Mr. Richardson's section, for instance, yesterday when this snow storm came up, as has been the custom, as I understand, in days before Mr. Richardson made any concession to his men such as he has made for the last two years —

By Mr. RICHARDSON:

Q. Two, did you say? A. About that time; perhaps two and a half; under the old conditions he could have them go out and shovel snow and clean the tracks; he could have them loading up railroad iron; he could use them for any purpose that he wanted to use them; if there was a truck broken down on the track, or a car broken down, he could get the stablemen to go down and remove the block; all of this Mr. Richardson could rightly ask should be done under the provision of his agreement.

By Mr. MAGNER:

Q. And still take care of the horses? A. Yes, sir; and if the horses were not properly fed the foreman would likely find it out, and the chances are that that man would be discharged.

By Mr. RICHARDSON:

Q. Is there a rule on that point? A. I might say that there is an unwritten rule which is stronger than any of the written rules of the company.

By Mr. MAGNER:

Q. You agreed to give in to the company on that point, on the twenty horses? A. Yes, sir.

Q. What was the next objection? A. There was some difference in reference to the rules for the excusing of employés; there was some abuse of it, the employés claimed, and there was some discussion of it; there are ten rules of the Atlantic Avenue Railroad Company providing how a man can be excused from duty; in the other railroad companies throughout the city one short rule generally suffices; we remarked to Mr. Richardson on that occasion, or I believe I did — Mr. Richardson, as president, desires to supervise everybody and everything in connection with the company, from the secretary down; the power or privilege which is given by every other railroad company in this city to their superintendents and foremen or inspectors or night watchmen is not given to any of the foremen, inspectors or night watchmen of the Atlantic avenue system, in regard to excusing men. As rule, one says: "Should a conductor or driver desire to be excused for a longer time (that is beyond two days), written application must be made at the office before 12 o'clock."

Q. You agreed to forego that, didn't you? A. We hung it up; as Mr. Richardson expressed it, "We let it go for the time being," because we could see from the drift of Mr. Richardson's conversation that he was going to have his way anyhow.

Q. What were the principal objections? A. To go back a little, I might say the proposition submitted to Mr. Richardson in the tenth section, "Stoves shall be supplied with wood and paper ready for lighting. Lamps shall be filled, and lamp globes cleaned and placed in cars by others than conductors and drivers. All supplies necessary for the operation of the cars shall be furnished by the company, including bells and bell-straps." Now, the corresponding section in Mr. Richardson's proposition is the ninth, which, as you will see by referring to it, is entirely different in a great many respects; in the first place, if we are correctly informed, the conductors have to light their fires in the morning; while the custom has not been quite as bad as it was some years ago — they did not have to buy their wood; the wood was furnished by the company; in this case they had to get their wood from some part of the depot, I don't know where, but probably in some inconvenient place; there was no such thing as fire-lighters, which are furnished by other companies, where the fires are not lighted; in most cases they keep the fires going day and night; they are in charge of a watchman or foreman who attends to those fires.

Q. Will you come to the important matters? A. This is a matter on which we had a long discussion, and I would like to say that Mr. Richardson would not even agree to furnish the men with paper to light their fires, or would not agree to furnish them with fire-lighters;

he said that they generally had enough old paper around the cars to light the fires; I mention this to show how fine he had got the thing down.

Q. Did he allege, as a reason for not furnishing the paper, that it would increase the expenses of the road? A. Well, I presume so; also that "lamps shall be filled, and lamp-globes cleaned and placed in cars by others than conductors and drivers;" this is something that is done by every other company in the city, as far as I know; the Brooklyn City road has lampmen who clean the lamps and globes and place them in the cars; on Mr. Richardson's system the conductor or driver has to get the lamps from some place in the barn; we had a discussion on these things, and the employes complained because they had to get off their cars and get the lamps and put them in the cars; and they were generally soiled with soot or oil, and they did not have time to clean their hands to collect fares, and ladies complained of their hands being covered with oil and soot.

By Chairman PURCELL:

Q. You state what these men said? A. Yes, sir; and just as it was stated in the presence of Mr. Richardson. Now I refer to the sixteenth section: "Should a car of this company receive damage of any kind, or be found damaged while in charge of a conductor, driver or other employé, said employé, upon furnishing the uncontested evidence of at least two responsible witnesses whose statements of the facts shall exonerate said employé from blame, shall not be charged with any of the expense thereof; but nothing herein shall apply to cases of collision between cars or with other vehicles." Now, we read that section over very carefully; section 17 of our agreement is: "Should a car of this company receive damage of any kind, while in charge of any employe, the same shall, on furnishing evidence of at least two reputable witnesses whose statements shall exonerate said employé, be exonerated from all blame and charges, and shall not, under any circumstances, be compelled to collect bills for damages to cars, etc."

Q. Will you read at the same time section 18 of the agreement in force last year, and see where the difference is? A. Yes, sir. "Should a car of this company receive damage of any kind while in charge of a conductor, driver or other employé, said employé, upon furnishing the uncontested evidence of at least two responsible witnesses, whose statements of the facts shall exonerate said employé from blame, shall not be charged with any of the expense thereof; but nothing herein shall apply to cases of collision between cars, or with standing vehicles." Now, in the first place, we assumed that about the only

way, as a rule about the only way, that a car could be injured would be by a collision; that is, by coming in contact with something else, whatever it might be, and sometimes—it is not always the case—cars run into trucks or carriages or other things on the streets; sometimes trucks and wagons and other vehicles on the streets run into the cars; and according to Mr. Richardson's idea of it, as we understood it and as I think the language of it implies, the conductors and drivers would be held responsible for every damage that could possibly be done to their car; and one reason why we objected to this, outside of this matter, was from our knowledge of the way Mr. Richardson had treated some of his employés, in fining them more money than they could earn in about two weeks, for a small damage on some of their cars.

By Mr. MAGNER:

Q. Is that the same section of the agreement of the Brooklyn City Railroad Company? (Showing the witness section 7 of the agreement with the Brooklyn City Railroad Company.) A. That is the same.

Q. What is the section? A. "Should a car or other property of the company, while in charge of any employè, receive damage of any kind, he shall be exonerated from all blame and expense, if found not liable for such damage, a thorough examination to be made in all cases; and he shall not, under any circumstances, be compelled to collect bills for damages to cars, etc."

Q. Were you willing to make that agreement with Mr. Richardson? A. We would be.

Q. Did you offer it—substantially that? A. We offered an equally good proposition.

Q. Did you offer substantially that? A. We offered substantially the same.

Q. What did you offer? A. We offered him this proposition which I read before: "Should a car of this company receive damage of any kind, while in charge of any employé, the same shall, on furnishing evidence of at least two reputable witnesses whose statements shall exonerate said employé, be exonerated from all blame and charges, and shall not (under any circumstances) be compelled to collect bills for damages to cars, etc.;" I might state, if I am permitted, in connection with this matter, that on occasions of this kind we have found by experience that, while other railroad officials are open to argument, and if it can be shown that the men are not liable, or if there is a reasonable doubt as to their being responsible for the damage, they are willing to say so; but we have found, too, by experience with Mr.

Richardson, that he insists on holding them guilty whether guilty or not; why I say so, there was one case in point in which this driver Gallagher was fined two dollars and a half.

By Mr. RICHARDSON:

Q. More than he could earn in fourteen days, I think you said. A. I did not refer to Mr. Gallagher; I referred to a man who was fined twenty dollars for what was stated by a practical mechanic could be done for five dollars.

Q. Name? A. Mr. Madden; you afterwards reduced it one-half when it was called to your attention.

Q. Then I did hear your argument on it? A. Well, you did not hear our argument on the case; this one case in particular, the driver and conductor, he charged them five dollars for a scratch; I have never seen the scratch, but it was reported to us, and we went to see Mr. Richardson about it; it was a scratch about three or four inches long, and it was described as made in this fashion (indicating with his hands); it was found, according to the evidence presented, that the case did not occur while it was in charge of this conductor or driver, but it was found damaged; and we wanted it fixed so that, in case cars were found damaged, it could be fixed on the conductor or driver who had charge of the car when the damage actually occurred.

Q. Fix it how? A. So that you would not assume, if somebody broke into your depot at night and the buttons of his coat rubbed against the car and made a little scratch on it, or if your watchman, in going through the barn at night, struck his lamp against the car, that the conductor or driver would not be held responsible for that damage the next morning, unless it could be proved the conductor or driver had done it.

By Mr. MAGNER:

Q. What was the next objection? A. "In order to properly accommodate the public, extra conductors and drivers, who are unemployed, may be required to run extra trips at a price per trip which shall not be less, in any case, than the regular trip rates;" I might say that, with some companies, we might not object so strenuously to a thing of that kind, but, from past experience, we assumed that Mr. Richardson would take advantage of such a regulation as that; I will state the reason for that; section third of last year's agreement provided, "a reasonable number of 'trippers' may be run, as at present, on regular tables; all regular trippers and 'swing' cars to be paid not less than one dollar and fifty cents per day." Now, we objected to not

having the trippers defined, their number, etc., for the reason that last year Mr. Richardson, as he agreed, said that a reasonable number of trippers may be run as at present on regular tables; or, in other words, as we understood it and I believe the language implies, that the number of trippers which were on the tables at the time that this agreement was made, that the tables should be made in the same proportion throughout the year, or while the agreement lasted.

By Commissioner Donovan :

Q. What was the proportion then? A. It was over half and half; that is, in favor of straight runs; on the Fifth avenue line I am taking for example.

Q. At the time of making that agreement? A. Yes, sir; there were fifty-five cars on the Fifth avenue line, twenty-eight straight runs and twenty-seven trippers.

By Mr. Richardson :

Q. South Ferry? A. On the Fifth avenue line, South Ferry and Boerum street; he posted a table sometime along in May, if I remember correctly, a sixty-two car table; he added seven more trippers, or one dollar and fifty cent cars, to the table; and we assumed that if he did that once he would be likely to do it again; that if that was his construction of "a reasonable number to run as at present lar tables," there was no limit to his construction of a reasonable number; and we thought it unfair, and if he increased the number as he did on the Fifth avenue line on one occasion, we assumed that if there was nothing to prevent it he would have most of his men working fourteen hours a day and making a dollar and a half a day; of course, the swing time, or time he allows them to go away, they can not engage themselves very well in other business.

By Mr. Magner :

Q. What time is the swing time? A. From about noon until 4 o'clock in the afternoon.

Q. Four hours? A. They generally swing two trips; sometimes three trips or four trips.

Q. What was the next objection? A. "Any appointment may be reconsidered and revoked within ten days, without being considered a discharge;" this was an entirely new proposition, and we objected to it on the ground that we believed that it was one of the dodges on the part of Mr. Richardson to black-list some of our members.

By Mr. RICHARDSON:

Q. Not to discharge them? A. Not only to discharge them but to black-list them; according to your construction it was not a discharge, but according to ours it was; that was all the difference; a case in point, what led us to object to this was because of our experience with Mr. Richardson in a case of this kind; we found that a man who had been regularly appointed had been given a note to the foreman to go to work on the Ninth avenue line, I think it was, but it was at the Ninth avenue depot at all events; there are two lines running from that depot, Ninth avenue and Fifteenth street; Mr. Richardson went up to this depot a few days after that and inquired who that driver was, and he was informed by the foreman that that was one George Pearson; Mr. Richardson wanted to know why he had been appointed or who appointed him; Mr. Murray told Mr. Richardson that he believed he himself had appointed him; and they referred to the blank appointment to the foreman to put him to work, and it was signed "Mr. William Richardson," not "Mr. William J.;" he said that must have been a mistake, or something to that effect, and said that he was not appointed, and to take him off; and notwithstanding that he had been appointed and had been working on the road, Mr. Richardson claimed that he was not appointed and that he was not discharged because he was not appointed; and, of course, that was something we never could get through our heads, how a man could go to a depot and the foreman would set him to work without being appointed; that is entirely contrary to the usual custom of railroad companies; we could not understand how it was that he was not appointed, when Mr. Richardson himself gave him a note to go to work at that depot, and we could not understand why it was, after Mr. Richardson gave him a note to go to work at that depot, and inasmuch as Mr. Richardson ordered him to be taken off, we did not understand why it was not a discharge; and we believed it was through some outside influence that had been brought to bear on Mr. Richardson, possibly through some outside railroad official, that this man was discharged; and we believed that the reason Mr. Richardson wished to make this provision in his agreement was in order to blacklist any of the members of our order who might drift into the employ of the Atlantic Avenue Railroad Company; the ten days would give him time to correspond or telegraph or communicate with other railroad companies, if he so desired, and obtain a description of the man that he employed, if he considered him a suspicious character, and, by the way, we thought a suspicious character in Mr. Richardson's opinion, might be a Knight of Labor.

Q. You thought good men might suffer?

The WITNESS.— Yes, sir.

By Mr. MAGNER:

Q. What were the principal points of difference between you? A. Mr. Richardson refused to accept any of those conditions which would entail any additional expense on the company; we put the question to him, any of those points that he would not agree to, was it his final answer; he said "I haven't said so;" at the same time he did not say that he would do anything different; when the question was put to him, "Is that your ultimatum?" he said "I haven't said so;" after we had talked on these matters for eleven hours we had not reached any agreement; he refused to agree to any of those points or to arbitrate them.

Q. Did you offer to arbitrate these matters there? A. Well, we were there ready to make an agreement with Mr. Richardson, and the committee of the men were there ready to make any reasonable agreement with him.

By Mr. RICHARDSON:

Q. Answer your counsel's question? A. I stated that we were there ready to divide or arbitrate the question.

By Mr. MAGNER:

Q. Did you offer to arbitrate these matters there? A. We went there, and, as I understand the question, we went there for no other purpose than to arbitrate and settle the differences between the men and the Atlantic Avenue Railroad Company.

Q. Did you make a formal offer to arbitrate? A. Certainly we did, when we went there.

Q. You offered to Mr. Richardson to arbitrate these matters? A. Certainly we did.

Q. I call your attention to the remarks on the last page of the circular: "On Monday afternoon I again met the Board at the company's office; at this time it became evident that the Board wanted this company to pay the same for six trips as it had last year paid for seven, which the committee was informed could not be done;" is that a fact that the committee wanted that finally? A. No, sir; if you would let me explain just at that point, it shows the falseness of the position which Mr. Richardson took when we offered that proposed section there to cover that difference, providing that he should run the same number of trips on every one of his lines that he did last year for two dollars, and he had that in his possession at the time he wrote that.

By Mr. RICHARDSON:

Q. Then why did we differ? A. I don't know; that is a conundrum.

Q. You are in the employ of what company? A. I am in the employ of the Broadway Railroad Company.

Q. In what company were the other four members of the executive committee employed? A. One was in the employ of the Broadway railroad, and the other three, I believe, were in the employ of the Brooklyn city.

Q. And you are a member of the executive board which ordered the strike which took place on the morning of Friday, January twenty-fifth? A. I say that I am not a member of the executive board which ordered the strike on your lines.

Q. Did you not order the strike at that time? A. I did not.

Q. Nor that board? A. I did not.

Q. By whom was it ordered; do you know who ordered the strike which took place at that time? A. I am sure I don't know, and if I did know, I don't think that I would tell you; I want you to understand one thing, that the Knights of Labor is a secret organization, and I do not think I am going to tell you unless it is ordered by the court or the commission, and I do not know even then that there is any law in this State to give you the secrets of our organization for your information.

Mr. RICHARDSON.—I submit that, as the object of this investigation is to find out the cause or causes of the strike on the Atlantic Avenue railroad, it is a very pertinent question to ask who ordered it.

Commissioner ROBERTSON.—The witness says he does not know who ordered it.

Q. On Saturday, the nineteenth of January, did I not state to you that we were willing to do anything and everything in our power to come to an amicable arrangement with the employés of the company, which should not involve an increase in the ratio of expenditures for 1889 over those of 1888? A. I believe you did state words to that effect.

Q. Did I state to you that it was impossible, in view of what we know to be the result of our operation of the road in 1888, to increase those expenditures, and that I was willing to submit to an examination of our books, if they desired it, in proof of that fact, by any competent person that they might agree upon who was not objectionable to the company? A. I believe you did state that.

Q. Did I state that our sworn reports to the Railroad Commissioners would demonstrate those facts? A. I do not know whether you used that language or not.

Q. Did I use language that conveyed that idea to you? A. You might have used it; I do not remember your using it.

Q. Don't you remember that I did so use that language? A. I do not.

Q. Did I not submit a statement to you showing the receipts of the company for the last week in December and the first week in January, and also a statement of the amount that we had paid to our employés out of those? A. No sir; you did not.

Q. At either of the interviews? A. No sir; I will tell you what you did do though.

Q. Did I not state to you that we had paid to the employés for two weeks, that is, not including the foreman or the officers or anyone else but the drivers, conductors, mechanics and those engaged in the operation of the road, that we had paid fifty-five per cent of our receipts for those two weeks to our employés? A. I believe you did state something of that kind; I remember you read off a certain statement; it purported to be a statement of that kind, but you didn't submit it to any member of this executive board in my presence; you read so and so, and so and so.

Q. Did I not read figures? A. You read figures, yes.

Q. Did anyone ask to see that paper, and was it refused? A. I did not ask.

Q. Did anyone? A. I didn't hear anyone ask, and if we did ask, I don't suppose we would receive it, unless it was attested by a sworn affidavit that the account was a correct one.

Q. Did I not agree that a day's work should be upon the basis of ten hours work? A. I believe that that was the proposition,

Q. Did you make it? A. I do not remember who made it, but to the best of my recollection that proposition was made to you by some member of the committee.

Q. What did I say in response to that offer? A. I do not remember your offer.

Q. You do not remember anything about it then? A. I do not remember the words that you used in replying to it.

Q. Do you remember the words that you used in proposing it? A. To the best of my recollection, it was that the running time on the rail would be considered the working time, ten hours.

Q. Was it not stated that stand-time was as much a part of the working time as the running time on the rail? A. You said so.

Q. Wasn't it so stated by a member of your committee. A. You said so, and a member of our committtee said it was.

Q. Now, how much does the stand-time amount to on the cars running on the Fifth and Seventh avenue railroads? A. I don't know; probably about fifty minutes.

Q. It is seven trips, is it not? A. I believe it is.

Q. And it is two stands on each trip over the road, and what does fourteen stands at five minutes each amount to? A. I don't know.

Q. Do you mean to say you do not know? A. If you will give me a pointer on what the answer is, I will tell you.

Q. I want to know what the stand-time at five minutes at each end of the line will amount to in seven trips?

Mr. MAGNER objected to the question.

Q. Wasn't it the proposal that the stand-time, whatever it may amount to, and the fifty minutes claimed for meals, should not be a portion of the ten hours? A. It was, with this proviso, that the stand-time and the meal-time should come out of the other two hours, or that the running time, the meal-time and the stand-time should all be included in twelve consecutive hours.

Q. What difference was there then in my proposition to pay seven trips which would not take over the twelve hours in running them, what difference was there between that and the proposition which you now say was made to me? A. I do not know exactly the difference, except that on some of your roads you claim that the actual number of trips which you desired to run, which you wanted to pay two dollars for, could not be made within ten consecutive hours.

Q. The stand-time and the meal-time would take up just two hours, wouldn't it? A. I don't know.

Q. You didn't investigate that subject? A. No, sir, I didn't; I didn't consider it necessary.

Q. At what time was your proposition, as stated there, made to me on behalf of the Atlantic avenue railroad. A. You say early in January; I believe that was the time.

Q. Do you know anything about it? A. I do not.

Q. Do you know how it was presented to me? A. I do not; I believe some member of the executive board presented it.

Q. At what time did you say that proposition was taken up; at the meeting on Saturday afternoon, January nineteenth? A. I beg your pardon; I do not think I said so.

Q. At what time was it first taken up, with the exception of the twenty-sixth section? A. I think the first time we went to meet you was on the eighteenth of January, to discuss this proposed agreement.

Q. Was that coming on the eighteenth of January upon any previous notice to me or appointment? A. I do not know that it was; I do not

know whether an appointment was made or not; I know we met you there; that is all I know.

Q. Do you know whether an appointment was made before that time or whether the first notice I had of your coming was me coming into the office and finding you there? A. I don't know.

Q. When I did come into the office and found you there on that Friday morning, state what occurred; do you remember what occurred? A. There might be some little details I do not remember.

Q. Do you remember what occurred on the morning of Friday, January eighteenth, when you met me at the office? A. I can not place everything that occurred.

Q. I will help your memory; did you state that you had come to notify me that you had reconsidered and taken out the twenty-sixth section to which I objected, and that you were now ready to go on with the other portions of the agreement? A. Wasn't it in the afternoon?

Q. No; it was in the morning. A. Well, but that wasn't the first time.

Q. Did you then say as I have stated? A. Do you ask me if I stated so?

Q. Did some of the committee state so? A. Some of the committee stated it, I think.

Q. It was stated by some of the committee was it? A. Yes, sir.

Q. What did I say in response? A. You said you were glad we let you down so easy, or something of that kind; that you were pleased at the decision that had been arrived at; that you had to go to court to defend some damage suit against you, and it would not be possible for us to go on with the discussion of the agreement at that time, and you made some appointment; I think it was for the next afternoon at 4 o'clock.

Q. Did I say on that occasion that I was glad to receive the word which you had brought to me of your taking out the objectionable twenty-sixth section, and that I now hoped there would be no trouble in going on with the other matters, and reaching an agreement, or words to that effect? A. I will state that my recollection is that you said that you were glad that we had come to the agreement to withdraw that twenty-sixth section; whether you said anything about us reaching an amicable settlement, I do not remember; possibly you did.

Q. Did I then state that we had on a very heavy damage suit in the Supreme Court, where a verdict of $14,000 was once brought against us; that it was very important, and that I could not meet you on that day, but that I would meet you on Saturday afternoon at 3 o'clock? A. I believe that was the arrangement.

Q. And we met the next afternoon at 3 o'clock? A. Part of the committee.

Q. Who were absent? A. I think I was absent for one.

Q. Do you mean that time or on the Saturday one week before that? A. I think that was the time.

Q. Do you mean the time that Commissioner Donovan was present? A. Yes, sir; that was the time.

Q. That was on the twelfth? A. The time when the joint committee of nine was there, I was not down.

Q. Was that the first time that we met to discuss the general agreement? A. Yes, sir; that is my recollection; that is the first time we met to discuss the general agreement.

Q. At the time Commissioner Donovan was present? A. Yes, sir; that is my recollection; I may be mistaken.

Q. At what time was your proposition first read by the board to the officers of the Atlantic Avenue Railroad Company? A. I think it was read at what is known as the fourth meeting.

Q. I mean was it read at the first meeting at which the proposition was taken up or was it read at the second? A. I do not remember distinctly; my impression is that it was read at what is known as the fourth meeting; my recollection is that it was read at the fourth meeting that we called at your office in reference to this agreement.

Q. What date was that? A. I don't remember the date.

Q. You have just fixed the date as Saturday, January nineteenth; was it at that meeting that that question was taken up? A. I can't say.

Q. Was it taken up at the meeting of Saturday, January nineteenth, or Monday, January twenty-first, which were the only two conferences that you had on this general agreement; we met on January nineteenth, when this agreement was taken up for the first time and discussed? A. My answer is that my recollection is that that proposition was read at the fourth meeting that the executive board held at your office.

Q. Was it read at the next meeting after the twenty-sixth section was taken out? A. I believe it was.

Q. Was the question asked me, what objection have you got to the proposition made on behalf of the men? A. I believe there was a question of that kind.

Q. What was my reply to that? A. Your reply was in the nature of a stump speech, and it would be impossible for me to remember all that you said; I would have to refer to the stenographer's minutes to tell all that you said.

Q. What was the reason assigned by me that the company could not accept your proposition? A. On the general principle that the proposition submitted by the men didn't suit your ideas.

Q. Didn't I state a specific reason as regards the expenditure? A. I believe you did.

Q. What did I say? A. I do not know; you said that you did not intend to make any agreement or any arrangement that would entail any additional expense on the operation of the lines of the company.

Q. What did you understand me to say in response to the question, what objection I had to that proposed agreement? A. I understood you in a general way ——

Q. No; in a specific way? A. Well, in a specific way, I understood you to say, or the pith of your remarks was that the agreement as presented to you didn't suit you; that you didn't propose to agree to the agreement in a general way, and in the second place, it would increase, according to you, the expenses of the operation of your lines, and that you didn't propose to do anything of the kind.

Q. I will make my question more specific; did I not say to you that the reason I could not accept your proposed form of agreement was that it would greatly increase the expenditures of 1889, for the same class of service and for the same hours, over that paid in 1888, and that we could not and would not agree to anything that would increase the ratio of outlay? A. I have just answered that question.

Q. Did I say that? A. I do not know whether you said all that or not, but you said a great deal in relation to increasing the expenditures of the company, and you would not agree to that proposition.

Q. Now, did you or any member of the board, with your knowledge, inform me of the terms of any other agreement that had been or would be made with any other company in this city? A. I don't think we did.

Q. Did I not ask you to give me the information of what you had agreed to, so that I might judge whether the Atlantic Avenue Railroad Company would agree to the same thing? A. I do not know whether you did or not; I will explain, if I remember correctly, that an offer was made to you, if I remember correctly, that we would be willing to enter into an agreement with you such as was signed by the poorest or most poverty-stricken railroad in the city, and I think you asked if we had such an agreement with us, and we answered that we had not.

Q. Did I not ask you to show the agreement that you referred to, and which you said had already been made? A. I think you did.

Q. Did you not state, when I spoke in reference to the agreement of the Brooklyn City and Newtown Railroad Company, and referred

to some points in it, that you would be willing to make the same agreement with this company? A. I think we did.

Q. Do you recollect the points in that agreement that I referred to as objectionable? A. I do not.

Q. Did I not say that that agreement practically took the running of the road out of the power of the officers, and put it into the hands of the executive board of District Assembly 75, inasmuch as every man who took employment with them must be approved by the executive board? A. I think you did.

Q. Did I not not state that it bound the officers of the road to suspend any man, as long as you notified the officers of the road that you wanted him to be suspended? A. I think that was your idea of it.

Q. Did I not say that before I would make such an agreement, which would surrender the power into the care and order of an irresponsible committee, I would suffer that company to go into bankruptcy? A. May be you did.

Q. Did I not? A. I don't know whether you did or not; we were not discussing the agreement of the Brooklyn City and Newtown Railroad Company.

Q. Did you not offer ——? A. In a general way, we did.

Q. Did you not offer that you would make with us an agreement such as was made with the De Kalb Avenue Railroad Company, and withdraw every other proposition that was objectionable to me, if I would agree to that? A. Yes, sir; and you did not accept it.

Q. I did not, you bet; do you remember what I stated as to my anxiety to reach an agreement with your board, if possible? A. I could not say that I do.

Q. You remember that I asked you, as the man who had been longest on the executive board, the other four members being new to me, if during the whole time of the conferences running back for several years, my conferences with the executive board of the Knights of Labor, I asked you the question whether I had always received them courteously, heard what they had to say and done my best to come to an agreement with them? A. You asked that question.

Q. Do you remember that I asked it of the whole board? A. Yes, sir.

Q. Do you remember what the response was? A. I do.

A. Give it to me? A. I, answering for myself, said that as a rule you have been courteous, except on one occasion, and that you afterwards apologized for your rudeness.

Q. That was when? A. At the Hoffman house in 1886.

Q. At the time of the first strike on the Dry Dock Railroad Company, of which I was at the time president, and when I met the

executive board in the presence of Railroad Commissioner Kernan, and I spoke of these gentlemen, saying that some of them were professional agitators? A. Yes, sir.

Q. And did I not afterwards apologize for it? A. Yes, sir.

Q. And did I not say to you that after a man apologizes for an offensive remark made to another, it should not be brought up again? A. I believe so.

Q. And did I not say to you, knowing the fact that I was desirous of always avoiding any controversy with the Knights of Labor, that I had had conferences with their executive committee in reference to annual agreements, that I had recognized them always, acting differently from the presidents of some other companies with whom I was on friendly relations, and of some of the companies with which I was connected, that knowing what I had done in the past and knowing what I was willing to do now, that I was willing to make every concession that I could make, and that if these conferences were exhausted and ended by a strike (and a strike means violence, as the very word implies), that from that time thenceforth, I would have no further conferences with the executive board or with the representatives of the Knights of Labor as an organization in any form, so help me God; did I not say that? A. If you will give me that question in sections, I will answer it.

Q. I want to inquire if that was not my speech to you at that time and to the whole board? A. It might be; you said a great deal at the time and I did not pay particular attention to your remarks; I will state in explanation to the commissioners that when we visited Mr. Richardson's office he generally launches off into a speech, and I do not always pay particular attention to what he says when he commences those speeches; he may have said so; I remember some of those remarks.

By Chairman PURCELL:

Q. Did he use those expressive remarks with which he wound up? A. I do not think he did; I do not remember ever hearing him swear; I will state that on that occasion I do not think I heard him say so; if it was the wind-up of the conference, I do not recollect that.

By Mr. RICHARDSON:

Q. Did I not say to you, knowing the fact that I was desirious always of not having any controversy with the Knights of Labor, that I had conferences with their executive committee in reference to annual agreements, that I had recognized them always,

acting differently from the presidents of some other companies with whom I was on friendly relations, and of some of the companies with which I was connected, that knowing what I had done in the past and knowing what I was willing to do now, that I was willing to make every concession that I could make, and that if these conferences were exhausted and ended by a strike (and a strike means violence, as the very word implies), that from that time henceforth I would have no further conferences with the executive board or with the representatives of the Knights of Labor as an organization in any form, so help me God; did I not say that? A. I do not remember whether he said so or not; he may have said so.

Q. Did I not state right along in connection with that that I had said the same thing practically to Commissioner Donovan at a meeting that was held there on Saturday, January twelfth? A. I don't remember whether you said so or not.

Q. At the opening of the meeting on Saturday, January nineteenth, did I not state at the outset that we could agree to nothing that would increase the ratio of expenditure, but that we were willing to yield to anything that we could on any point, for the purpose of coming to an amicable agreement? A. I believe you said so, or words to that effect.

Q. You stated, as a reason for the men requiring time for breakfast or supper, an objection to the form in which we put it, that the men might be called down to the office and made to lose their time from time to time, to state whether they required it or not; please notice in the agreement of 1888, section 2, on that point, and say whether it is not the same as regards that point you refer to? A. Exactly.

Q. Did you ever know of any man being called to the office or having to come to the office of the company to give notice whether he desired it or not? A. No, I did not.

Q. Are you not aware of the fact that the men were asked in each case, by the foreman of their respective depots, as to what they desired in that respect; whether they desired the twenty minutes taken at the depot or be able to get through that much sooner and go home and eat with their families? A. Of my own positive knowledge, I do not know whether the foremen asked that question or not.

Q. You do not know anything about it? A. I do not.

Q. Mr. Best, what was it that ended the conference on Monday evening; what brought it to an end on Monday evening? A. What brought it to an end on Monday evening was the fact that we had gone all over the agreement, section by section; that out of the twenty-two sections there were about eleven vital points of difference

which you absolutely refused, if I understood you correctly, to accede to, and that there seemed no prospect, if we sat there from then until doomsday, of ever arriving at a settlement, and you stated that your throat was getting bad, or that you were getting ill or something, and that you could not talk any more.

Q. That is a very complex answer; do you want that to stand as your answer? A. That is my understanding of what brought it to an end.

Q. Was it not a fact that up to that time nothing had been decided by the conference as being a final adjustment, and when you asked me if that was my ultimatum on any particular point, I responded that I had not said that it was; was that not true? A. You said so; yes, sir.

Q. Was it not true that when it arrived at the hour of about seven o'clock I told you that I was too ill to continue this conference any further; that my throat was very sore, and I was obliged to retire and go home after that time? A. I think you said words to that effect, but whether you used that language or not, I am not certain; you manifested sort of an uneasiness and looked as if you were being bored and wanted to get away; you finally said you had throat affection about 7 o'clock, and notwithstanding that, you talked for about half an hour after that.

Q. After I had given you that notice, did I not allow the executive board to detain me there half an honr after the time I told you I was too ill from difficulty of the throat to talk any more? A. I can not really tell you whether the executive board detained you or you detained the executive board.

Q. Did I remain there half an hour after I gave you that notice? A. You stayed there.

Q. Are you aware of the fact that I went from there to my house, and from that time for eleven days was not able to leave it, and was under the doctor's care? A. I haven't any information where you went after you left the office.

Q. Did you see me from that time until you saw me in this room here yesterday? A. I don't think I have.

Q. Did you or any other member of the board give me or any other officers of the Atlantic Avenue Railroad Company any notice that you considered the conferences at an end? A. I think that I for one gave you very plainly to understand, at the last conference that we held that it was of no use to hold any further conferences with you.

Q. What did you say? A. I asked you if that was your ultimatum; you said "I haven't said so;" I asked you if you were willing to concede any of those points, if I remember right, and you said "I won't con-

cede anything that will increase the expenses of the Atlantic Avenue Railroad Company one cent."

Q. Did I vary in any way on that point of increasing the expenses, from the first to the last? A. You held to that all the time.

Q. Did I say that we were willing to make any concession that we could to effect an amicable settlement, that would not increase the expenditures of the company? A. I do not remember whether you did or not; I remember that you were willing to concede if you could have everything as you wanted it yourself.

Q. How was that agreement of last year terminated? A. Terminated, according to one of its provisions, on ten days notice given to you.

Q. By whom? A. By two members of the executive board.

Q. By whom? A. By Mr. Coopey and myself.

Q. If it had not been for that or a similar notice, would not that agreement have continued along in force until the present time? A. I do not know about that, because the agreement had been violated seven months prior to that time.

Q. I want to know if that agreement would not be still in force but for the notice which you and Mr. Coopey gave me terminating it? A. I will answer you that the agreement was not in force because the company had violated it.

Q. I want to know if it would not be in force until the present time but for your giving me that notice? A. I do not think it would.

Q. Do you say that the Atlantic Avenue Railroad Company violated it seven months sooner? A. About that time.

Q. Specify in what respect? A. On the Fifth avenue line you put up a table, as I have referred to it before, a sixty-two-car table; on the old table there were fifty-five cars; it was generally understood by the provisions of your agreement that the proportion of trippers should not exceed those that were on the table at the time the agreement was made.

Q. Point out that part of the agreement? A. I can't point it out, but you ran more trippers than you said you would on the agreement.

Q. Did we run any more trippers than were required for the public accommodation? A. I am sure I haven't any idea.

Q. Do you know that the law requires us to run cars as often as required for the public accommodation? A. That is the general idea.

Q. Do you know that the law requires us to run cars as often as required for the public accommodation? A. I don't know as it is a fact.

Q. It is time you found it out, if you are going to regulate the running of roads. A. I simply wish to remark that you have not complied with the law for the last ten days.

Q. You say you found by experience that Mr. Richardson would get out of any agreement if he could? A. That is just what I said.

Q. Now specify? A. I refer to one case wherein you said that a reasonable number of trippers would be run, as at present on the table, and it was generally understood that that meant exactly just what it said.

Q. That is, you mean to say that that meant that we should run cars in June with no increase of service over that on the twenty-fifth of January? A. I do not mean to say anything of the kind.

Q. Now you tried to make the commissioners understand that we obligated ourselves not to give any greater accommodation in summer than we were giving in January? A. I don't mean anything of the kind; I mean to say that a reasonable number of trippers would be run on your lines as at present on the table; that instead of living up to that arrangement, you increased the number of trippers from twenty-seven to thirty-four on your Fifth avenue line, and you didn't increase the number of straight runs one.

Q. We simply increased the number of trippers and did not increase the number of straight runs? A. Yes, sir.

Q. How was it on the other lines? A. I simply refer to this line.

Q. How was it on the other lines? A. I assume it was the same on the other lines.

Q. You have no right to assume; how was it on the other lines? A. I don't know how it was.

Q. You don't know how it was on any other line? A. No, sir.

Q. Is that the only instance which you can specify in which you claim that the Atlantic Avenue Railroad Company has broken the agreement? A. Yes, sir; that is the only one; I assume that if you violated it in one particular you would violate it in all the others.

Examination of this witness suspended.

August Doscher, witness called on behalf of the company, being duly sworn, testified as follows:

By Mr. Richardson:

Q. Mr. Doscher, what is your employment? A. Foreman of the Fifth Avenue railroad for the Atlantic Avenue Railroad Company.

Q. How long have you held that position? A. Since 1873, January 1st.

Q. Did you receive word from the office, the Wednesday before the strike, to ascertain whether the men on the cars, conductors and drivers, wanted to run seven trips or wanted to be reduced to six trips? A. I did, sir.

Q. Did you do so? A. I did.

Q. In response, was anything said about the pay? A. They asked what they would be paid for the six runs and I told them I couldn't say; that they would have to inquire of the president of the company.

Q. Did they give you their responses as to what they wanted? A. Some of them would like to run the seven trips, five or six of them on the start, and then some of the drivers said that they would like to comply with the State law and make only six trips, and afterwards during the day they all came to the office and said that they wanted to make six trips.

Q. Did you send those responses to the office? A. Yes, sir.

Q. Did you make out a time-table; change it so as to comply with the State law, and allow those who wanted to run six trips to do so? A. Yes, sir.

Q. When did that go into operation? A. It went into operation the day before the strike.

Q. That was Thursday? A. Yes, sir.

Q. Did you get any other response from any of the men? A. No, sir; not to my knowledge.

By Mr. RELLIHAN:

Q. When you went to those conductors and drivers, and asked them how many trips they wished to run, did any of them ask you what pay they were going to receive? A. Some of them asked me if they run six trips they would receive two dollars, and I told them I didn't know.

Q. You didn't tell any of those conductors or drivers that if they ran the same number of trips as they had been running, they would receive the same pay? A. Not to my knowledge.

Q. That was your understanding of it? A. Yes, sir; that is what was always done before.

Q. In making out the table, did you take off the first trip or the last trip? A. I didn't do either one; they started out on the old table; it seems they were all willing to run on the old table in the morning.

Q. All of them? A. Well, nearly all of them; this was the day the table was changed, the day before the strike; I had to do as near right as I could for the men and for the railroad company and also

for the public; the public was taken down on the cars in the morning and home at night, and therefore I could not take off the last trip; the public would have no accommodation to go home.

Q. When you made the table giving the drivers the six trips, from the time they came in the morning until they stopped at night, was not the time the same as when they run the seven trips before? A. Yes, sir.

Q. Did you give the same accommodation to the public? A. Yes, sir.

Q. Did you run on the same headway? A. Yes, sir; I think so, except those that went out in the morning and made swing-trips.

Q. How was the time made up between? A. Other swing-trips made up that.

Q. Do you know what pay they got for that? A. I don't; I suppose if they made seven trips they got two dollars.

Q. The impression was that if they were willing to do seven trips, as heretofore, they would get two dollars? A. That was always their privilege.

Q. You understood that was the impression among the men, that if they were willing to do seven trips as heretofore, they would get two dollars? A. I should think so.

Q. And if they chose to run six trips, they would be paid at trip rates. A. They would be paid at trip rates.

Q. What would that amount to for six trips? A. I believe it would be one dollar and seventy-one cents.

Q. Then, under this arrangement of the company, any driver or conductor who wished to comply with the ten-hour law would get one dollar and seventy-one cents a day?

Mr. Richardson objected to this question.

Q. What was the object, in your opinion, if you know, of asking those men whether they wanted six trips or seven? A. I don't know.

Q. Did you see the circular that was sent out by the company? A. I did.

Q. Do you remember that it was stated in that circular that it was the intention of the company to live up to the ten-hour law? A. I think it was.

Q. And that it was optional with the men to run seven trips or six trips so as to comply with the ten-hour law? A. I do not remember if it says that.

Q. The pay for six trips on your road is one dollar and seventy-one cents. A. Yes, sir.

Q. What is the time occupied in making six trips? A. I think it is a little over nine hours.

Q. What do you mean by that? A. The actual running time while the cars are rolling on wheels.

Q. You do not count the stand-time in that? A. I do not consider that the conductor or driver is working while a car is standing; I think it is necessary to have stands to accommodate the public.

Q. Do you understand that Mr. Richardson considers the stand-time as part of the working time? A. I do not.

Q. Under the time-table which you prepared, the men would make six trips? A. Yes, sir.

Q. And for that they would receive one dollar and seventy-one cents? A. I don't know anything about that.

Q. Your impression and the impression of the employés was that for seven trips they would get two dollars? A. Yes, sir; that was always so.

Q. And didn't they ask you if they ran six trips if they would get two dollars? A. Some of them asked me if they ran six trips if they would get the same pay as for seven.

Q. Do you know the time occupied in making seven trips? A. It takes ten hours and nine minutes.

Q. That is from the time the car leaves the Greenwood depot until it gets to the ferry? A. Yes, sir.

By Mr. RICHARDSON:

Q. Have you for some years made out the time-tables for your road? A. Yes, sir.

Q. Did you receive any instruction from the office, except to make out the time-table so as to comply with the ten-hour law, and so as to accommodate the public? A. That is all the instruction I received.

BENJAMIN HENDRICKSON, witness called on behalf of the company, being duly sworn, testified as follows:

By Mr. RICHARDSON:

Q. Mr. Hendrickson, what is your business? A. Foreman Seventh avenue stable, Atlantic Avenue Railroad Company.

Q. Did you receive instructions on the twenty-second or twenty-third of January — the twenty-third of January, to ascertain how the men were willing to run on their tables, or what they desired to do as regards seven trips or six trips? A. Yes, sir.

Q. Did you get that information at the depot? A. Yes, sir.

Q. It reads, "Mr. W. J. Richardson: Sir.—These men are willing to run the tables now up until such time as the Atlantic Avenue Railroad Company and the Knights of Labor come to an agreement;" that is the document, is it? [Showing witness paper.] A. Yes, sir.

By Mr. RELLIHAN:

Q. Are the names on that list signatures? A. They were written by my son at my dictation.

Q. How did you become aware of the fact that a certain number of the employés wanted to do a certain thing and a certain number wanted to do something else? A. I asked them.

Q. How did you make up that paper? A. Certain ones said they wanted to work seven trips and ten hours, and I did'nt know anything about that then.

Q. You put it down just as they said it? A. No, sir; I didn't; later on they came in and said that they would leave the table just as it was until the Knights of Labor and the Atlantic Avenue Railroad Company came to an agreement; quite a number of them wanted to make seven trips and some wanted to make six trips; some of them wanted to know what the pay was for six trips.

Q. Suppose a man wanted to work no more than ten hours per day and wanted two dollars for it; did any of those men make that remark? A. Yes, sir; plenty of them made that.

Q. And how did you put that down? A. I made a separate list of those that didn't understand.

Q. How is it that they didn't understand? A. They didn't know whether they were to get two dollars, or whether the seven trips were to be made in ten hours; what they said they didn't understand was whether they were going to have a trip taken off and get the same pay for the six as they did for seven.

By Mr. RICHARDSON:

Q. They know now, don't they? A. I guess so.

By Mr. RELLIHAN:

Q. You didn't tell them what they were to get for six or for seven? A. No, sir; I didn't know anything about that.

Q. All you wanted to know was whether they wanted to run six trips or seven? A. Yes, sir.

Q. And you just put the thing under the general heading "These men are willing to run under the table now up until such time as the Atlantic Avenue Railroad Company and the Knights of Labor come to an agreement?" A. Yes, sir.

Q. You didn't keep a separate record of what each man said? A. No, sir; it is pretty hard to tell what every man said.

Q. Did you have something written out for them to sign? A. No, sir.

Q. What did they sign then? A. I simply had a paper there and asked them to put their names down; I said, "Do you want to run this table as it is until this thing is settled, or do you want it changed?"

Q. If you were in business and you were asked to agree to something, and you were handed a paper and asked to put your name to it, would you do so? A. I had three sheets of paper, and according as they answered I asked them to put their names to it.

Q. You didn't take the trouble of writing down what each man said under a different heading? A. No, sir; I am not such a very good hand at writing.

Q. You didn't even get your son to write them down? A. No, sir; he was not there.

Q. You simply took the answers of the men and had them write their names and got your son to write that out afterwards? A. Yes, sir.

Q. Your son didn't write those down on the spot at the time the men made the statements? A. No, sir.

Q. You wrote down the names at the time? A. Yes, sir.

Q. And afterwards your son copied them? A. Yes, sir; and then they were sent to the office.

By Mr. RICHARDSON:

Q. When did you first know about this strike taking place? A. Half-past three Friday morning; the watchman came and called me.

Recess until 3 o'clock P. M., at which time examination of ANDREW D. BEST was continued as follows:

By Mr. RICHARDSON:

Q. I think you have said, Mr. Best, that you didn't know how or by whom this strike of the Atlantic Avenue Railroad Company was ordered? A. I answered that question.

Q. No you didn't; this is a new question; I think you stated that you didn't know; is that correct? I have answered that; if I knew that I wouldn't tell you.

Q. Did you answer that you did not know? A. You asked me if I was a member of the board that ordered the strike on your lines, and I answered you that I did not order a strike on your lines, and then you asked me if I knew who it was.

Q. Who ordered it, or by whom it was ordered; do you know? A. I told you that if I did know I wouldn't tell you.

Q. Do you know? A. I do not know who ordered the strike.

Q. Do you know anyone who does know? A. No, sir.

Mr. MAGNER objected to the testimony as irrelevant and incompetent.

Mr. RICHARDSON.—Will the Commissioners tell me just what their position is?

Chairman PURCELL.—We are endeavoring to ascertain the causes of this controversy, the strike on your road, and the controversy involved; the fact that it was ordered is undoubted, and that it took place; now what we want to get at is the cause of it.

Q. You have had a good deal to say about the case of Mr. George Pearson, who you say was put on the road, and you assigned as one of the reasons for the objection to the clause in my proposal that "any appointment may be reconsidered and revoked within ten days, without being considered as a discharge;" you assigned as your reason for objecting to that, the case of Mr. George Pearson who you say was appointed and who you say was discharged? A. That is what I said.

Q. Do you not know, sir, that Mr. Pearson was informed when he came to the office on Monday morning, that he was not discharged, but that his appointment was reconsidered, and that he was not wanted? A. That is the way that you put it; I did not consider that that altered the fact any.

Q. Do you not know that Mr. George Pearson had been discharged from the Jay and Ninth street roads, that is, the Coney Island and Brooklyn? A. I don't know it.

Q. Do you not know that he had been one of the leaders in the Nostrand avenue strike which occurred a short time before; do you not know that he was one of the active men in the strike on the Nostrand avenue road, where you had charge very largely; do you not know that Mr. George Pearson was one of the men that was active in promoting the strike on the Nostrand avenue road? A. I don't know that.

Q. Did you not see him there actively engaged at the time of the strike? A. I may have seen him; I don't remember it.

Q. Did you not know that he was an employé on the Crosstown road and actively engaged there, and that they afterwards allowed him to resign, and gave him a paper to that effect? A. I knew that he was a driver on the Crosstown road, and that he resigned from that company.

Q. Do you not know that that so-called resignation was to save him from the effect of a discharge? A. I didn't so consider it.

Q. Don't you know that is a fact? A. No, sir; I don't know anything of the kind.

Q. Don't you know that he was employed on other railroads and was discharged? A. No, I never knew him when he was on any other railroad; I knew he was once an employé on a South Brooklyn road, but that is the only road I knew he was on.

Q. Did you not know that he was at one time an employé on the Atlantic Avenue railroad, and was he not discharged from that road? A. I don't know that.

Q. Did you not believe that I had good and sufficient reasons for not wanting such a man in my employ? A. I believed that you had not, with this explanation, that if you knew the kind of a man he was, you had no right to appoint him, as you claim you did.

Q. Suppose I found it out afterwards; had I not then, in your judgment, the right to discharge him? A. You claimed you didn't discharge him.

Q. Had I a right to discharge him? A. I presume so.

Q. If these things came to my knowledge, had I the right, in your judgment, to discharge him? A. I presume so.

Q. You have spoken of your past experience with the president of the Atlantic Avenue Railroad Company leading you to distrust him in the matter of an agreement; I want to know if there is any other thing, except the one thing you have stated in reference to the trippers, which gave you cause to distrust him? A. Yes, sir.

Q. Please specify? A. The agreement which you drew up for the year 1888, and your proposed agreement for 1889, the language of it was such that I could only come to one conclusion, that you meant it to be just as elastic as possible, and to make it a document under the form of an agreement, which really meant nothing.

Q. Did you not assign, as a reason for distrusting me, your past experience in reference to the agreement of 1888; did you not state here, on the stand, that your past experience led you to distrust me? A. Yes, sir.

Q. Now, I ask you to specify any incident in your past experience, other than your statement in reference to tripper cars, anything else that would give color to that view? A. I will answer you by saying that any man who violates an agreement in one particular will violate it in all.

Q. That is the very reason I want you to specify if there is any reason except the difference in the interpretation of this agreement in regard to trippers, which you testified to, that led you to distrust me? A. There are so many that I couldn't enumerate them;

I presume that there are several hundred men who have worked for you who, if they were put on the stand, could swear to that; you understand that I am not in the employ of your company; they come to me second-hand.

Q. You are the man who has sworn to it; now, I want you to specify? A. I have specified one that came to my personal knowledge; I saw the table with my own eyes and asked the foreman if that was the table on which he intended to run; he said it was.

Q. Is that the only one incident in your experience that you can repeat? A. Yes, sir; of my personal knowledge, but I think I have documents at my house that I can bring to show other things.

Q. Now, I invite you to bring on any of the employés of the Atlantic Avenue road, who were in good standing at the time of the strike, to corroborate your statement that they have been ill-treated or that the agreement was not lived up to up to the time of the strike? A. I am not conducting this case.

Q. I want to know if you at any time requested an interview with the president of the Atlantic Avenue Railroad Company to talk over the differences, or the matter of making an agreement or anything, that they did not get it as soon as they requested it? A. I presume that is true; we always got an interview with you at the office when we went there.

By Mr. Magner:

Q. Do you receive any salary as a member of this executive board? A. Yes, I receive pay for lost time that I spend on the board.

Q. How much do you receive? A. Two dollars a day and fifty cents for car-fare and expenses.

Q. And that is all that you or any other member of the executive board receive for acting in the performance of his duties on the board? A. Yes, sir.

Q. And that is only received when he is off his car? A. Yes, sir.

Q. How long have you been a member of the executive board? A. I have served three years on it.

Q. You are the member who has been longest on that board? A. Yes, sir.

Q. And in that time have you received complaints from employés of the different companies that have been under charge of the executive board? A. Yes, sir.

Q. From the employés of what company have you received the largest number of complaints? A. The largest number of complaints, without being handed in in writing, was received, I think, from the

Atlantic Avenue system; the condition of the other roads was such that the local committees or local boards generally managed to settle.

By Mr. RICHARDSON:

Q. You say you receive two dollars a day for the time you are off work; is that ten hours in twelve? A. Sometimes eighteen hours.

Q. I want to know how many days it is since you worked on your car as a conductor of the Broadway railroad? A. I guess it is close to twenty-two or twenty-three days now.

Q. How long since you were appointed conductor on that road? A. About two months.

Q. How many days have you worked as conductor on that road since you were appointed? A. I don't know the exact number of days now, without referring to some memorandums that I haven't with me.

Q. About how many; have you worked a week since your appointment? A. I didn't work regularly.

Q. Have you worked a week as conductor since your appointment? A. Yes, sir; I have.

Q. Have you worked ten days? A. I don't know the exact number of days.

Q. Well, have you worked ten days? A. I don't know as that has anything to do with this matter; I refuse to answer; I don't consider it any of your business.

Q. I want to know how long previous to the time you were appointed on the Broadway railroad you had work on any railroad? A. It was two or three months.

Q. That is previous to your appointment on the Broadway road that you had work on any road? A. Yes, sir.

Q. I don't want to try to prove by this that you are a professional agitator? A. No; I don't think you will, either.

Q. But I want to show the amount of service you have rendered on cars.

THOMAS F. BYRNES, witness called on behalf of the employès, being duly sworn, testified as follows:

By Mr. MAGNER:

Q. What is your business? A. Horseshoer.

Q. You are a member of the executive board? A. I am.

Q. You have been in the employ of the railroad corporations in the city of Brooklyn as a horseshoer? A. I have.

Q. You were present at some of the meetings of the executive board at Mr. Richardson's office? A. I was.

Q. Do you remember the last meeting there on the twenty-first of January? A. I remember being there; yes, sir.

Q. Do you remember there the proposition of Mr. Best in regard to the first and fifth propositions?

Mr. Richardson.—There is no dispute about that.

By Mr. Richardson:

Q. What company do you work for? A. The Brooklyn City Railroad Company.

Mr. Magner.—That comprises, in the first instance, the case of the men; we have no other witnesses here, and I think we will rest our case now.

It was agreed that Mr. Crossman should make type-written copies of his minutes taken at the interview of January nineteenth, and furnish a copy to the Board and to the counsel for the employés, and that he should appear before one member of the Board for cross-examination, if any cross-examination be desired.

William Richardson, witness called on behalf of the company, having duly affirmed, testified as follows:

Before commencing to give evidence, I shall ask the favor of the Commissioners, if there is any point that I omit which they notice, that they shall ask me questions in regard to it, as I have not counsel here.

Since the first strike in New York some years ago on the Dry Dock, East Broadway and Battery railroad, of which I was then acting-president, during the illness of Mr. William White, and from which duty I was called by the first strike ordered on the lines of the Atlantic Avenue Railroad Company, as they then existed, I have tried throughout to cultivate and maintain friendly relations with the executive board of District Assembly 75; they have differed somewhat in personality; the last year in which we came to a harmonious agreement the committee was James H. Magee, chairman; Mortimer O'Connell, secretary; James F. Downing, Thomas King and James P. Graham; not one of the present executive board was a member of the last committee; up to the time of the notice being served on me in December, as testified to by Mr. Best, I had no thought but that the agreement of last year would continue in force; there were some things that I felt were objectionable, but preferred to have peace rather than contest; about twelve days before the first of January Mr. Best and Mr. Coopey called on me with reference, I think, but will not be sure,

with reference to the case of Charles Gallagher; at any rate, after getting through with the interview that they called for, Mr. Best stepped to the table, wrote out a notice which Mr. Coopey signed, and which I found to be a notice that the agreement for the year 1888 would terminate on the first day of January at 3 o'clock A. M., and that I was to accept that as notice of its termination; the next I heard from that committee, was, I think, about the ninth of January; Mr. Coopey called and handed me, in writing, a document, of which the one on the third page of the paper which you have is a copy, purporting to be a form of agreement between the Atlantic Avenue Railroad Company and the employés of said company; I went up stairs to the directors' room with Mr. Coopey and read this over, and said to him: "This, if agreed to, would involve a large increase of the expenditures on the part of the Atlantic Avenue Railroad Company, for the same degree and kind of service as in 1888. Now, you may as well understand right at the outset, that we can not agree to anything that will increase the expenditures of this company to the extent of one dollar. We have run this road for the last year for the benefit of the employés, as I will show you and any of your committee, if you desire to look into it. Now, I would be willing to take our employés into partnership with us, agree with them on a rate of compensation, and agree that the company shall receive only six per cent on the running of its roads, and that all outside of that shall be divided with its employés; that we would be willing to have them appoint a well-qualified man to represent them and see that the books are kept in a proper shape for that purpose." I afterwards modified that proposition to five per cent, but not at that time; they seemed to think — well, treated it as if it was bluster —; when I came to this section, 26, I asked them what business that had in an annual agreement; told them I had had four interviews with four different committees, the last one of which, with Mr. Best and four others, ended in their asking whether I would send Gallagher up to Bergen street to take the position which he had formerly occupied, and give him a good chance for employment; I told them I would; I immediately wrote a letter to the foreman, telling him to give Mr. Gallagher the place he would have had if he had never left that road; he had been transferred; he went there and remained there until the time of the strike; I stated to them that Mr. Gallagher had been transferred from Bergen street to Fifteenth street; had never moved nearer his work; that he was two miles nearer his work than he would be on Fifteenth street; he had a nine-tripper car, not two-thirds of a day, but nine-elevenths; and that he would do better on the Bergen street line than on the Fifteenth;

they accepted it, and when I looked at this agreement I came to this addenda requesting his transfer; I asked if any such provision had been made in the annual agreement presented to any other company; they said there had not; I told him — I didn't tell him, but it was afterwards with the committee when they came; the committee came, I think, the next day or two from the time this was handed me, and wanted to know if I was ready to discuss with them the agreement for the coming year; I told them I was not ready to discuss any agreement with them that had in it that section 26, or anything which in an annual agreement demanded either the employment or discharge of any individual; it had no place in an agreement, and that as regarded the question of Gallagher's retransfer to Fifteenth street, it was, as I had considered it with five committees, fully debated it and given that decision, I felt it to be a personal insult to myself to insert it in connection with an annual agreement; I left it to them to decide; Mr. Frost and myself were present, and we said we would go out, myself and Mr. Frost and the secretary, we would go out of the room and leave it to them to debate it and to give their decision; Mr. Wilson had previously said that he considered it very unjust, my treatment of Mr. Gallagher — outrageous treatment; I told him that I didn't perform my duty as president of the Atlantic Avenue Railroad Company to meet with his approval, and whether I got his approval or not was a matter of very small importance to me; I would leave it to the board and would leave the room until they decided it; we came back and they said they had decided to adhere to it, and they would take up the agreement, section by section, until they came to that part relating to Gallagher; I told them I would not take it up with that section in; they then departed; the following Tuesday, I think it was the fifteenth of January, I came down to the office from my house and found the whole of the executive board in the office; I think I am a little further along in the dates; at any rate, I found the executive board there and I told them that I would not be able to see them that afternoon, as we had a directors' meeting, an adjourned regular meeting at 4 o'clock, and for that reason I would not be able to see them, but would meet them at any other time; the question was immediately asked whether I had receded from my position on the Gallagher question, and I answered that I had not and never should; with that they filed out of the office, without giving any intimation as to when they would return; I think it was a week earlier than the time I was speaking of, for the reason that we had a meeting on the twelfth; I had no appointment with them; when I got to the office the executive board was there, and we had a conference with them and nine employés of

the Atlantic Avenue railroad; Mr. Donovan, I am not sure whether he was in the office when they came in, or whether he came in just after; their first question was whether I would not withdraw from my position in regard to Gallagher; I told them I would not, that that question had been gone over so repeatedly it was settled, and would not be taken up again; they talked about leaving it to arbitration; I told them that I might as well leave to arbitration whether I was president of that company, and that if both branches of the Legislature should pass a joint resolution, and the Governor approve it, asking me to put Gallagher back on the Fifteenth Street road I would not do it; it was not a question for any one else than the president of the road; they retired to an adjoining room and Commissioner Donovan retired with them; they came back with the statement that they had arrived at the conclusion that that section in regard to Gallagher should be adhered to; Commissioner Donovan stayed a short time longer, and I then said to him what I said this morning, as to my anxiety; I told him that I was very anxious to come to an understanding with the Knights of Labor through their executive board; that I had always tried to get along with them and had generally succeeded, although I knew that in New York a large number of the presidents had this year resolved that they would not have anything to do with the Knights of Labor; that I had not done so and would not do so, and that I was anxious to come to an understanding with them, but that if they proposed to cut off the conferences by a strike (a strike always meant violence), without, in some way, making an opening for a peaceable settlement, that I would not thenceforth have anything to do with the executive board of District Assembly No. 75, or with the members of the Knights of Labor, as such; I would deal only with my employés; that was Friday evening; the next morning the executive board called in and said that they had reconsidered, and proposed to take out the portion in regard to Charles Gallagher; I told them I was very glad to hear it, because I did not think there would be any difficulty now in our coming to a peaceable and pleasant understanding; I told them that I was engaged that day in a civil damage suit and could not meet them that day, and asked how the next day, at 3 o'clock, would do; they said that would do very well, and the next day at 3 o'clorк they came over, and we had a conference, which will be shown to you by the sworn statement of the stenographer who took it down; I will not go on to it further than to say that I said: "There will be representatives of the press waiting at my house to know what is the result of the conference; what shall I say to them?"

Mr. Byrnes, speaking for the executive board, the other gentlemen shaking their heads, said: "Say to the representatives of the press that there is every prospect of a peaceable settlement;" I made that statement to them; the next day, at 3 o'clock, I met them and sat down to discuss the provisions of the proposed agreement; the chief point of difference was whether I would agree to cutting off the employés from the right of working more than ten hours if they wished to do so; I positively and peremptorily refused to make any agreement that would cut off the employés from that right; I gave the same reason as I stated this morning, that it was the worst form of slavery to put an American citizen into; that no man had succeeded in amassing wealth at middle age, without working more than ten hours a day, and if men, in order to amass wealth, or to provide for the support of their families wanted to work more than ten hours, that I would not limit ourselves to refuse to give it to them; I further stated, and put in the agreement, that "no person in the employ of the company — driver, conductor or laborer — shall be required to work more than ten hours a day, the same to be performed within twelve hours; nor shall any officer of the company exact from any of its employés more than ten hours labor, the same to be performed within twelve consecutive hours, with not less than half an hour for dinner, for a day's work, provided, however, that the employés may be permitted to work any longer time at their own request; for additional compensation, with the consent of the company." So far as the language can be followed, it is the exact language of the act, agreeing to obey the act in its form; they objected peremptorily to the employés being permitted to work any longer even at their own request, assigning as a reason that they represented the employés; that the employés didn't want to work any more, and, therefore, they insisted that we should agree not to permit them to work any more; I told them I never would agree to that, to limit our right to accept the labor of our employés, if they wanted to give it for a longer period; then there was objection to the form of the pay of conductors and drivers; last year we had this in it, and I asked the same thing to continue: "A greater number of trips voluntarily run in a day by a conductor or driver at his request or consent, and any less number of trips run, shall be paid for at the same rate." Those were apparently the strong points that they insisted upon, and which I positively refused to agree to; as regards the others, we went on until this twenty-first: "Extra work or overtime, such as trips to ball-grounds, railroad depots or ferries where cars have to wait to be loaded, shall be paid at regular trip-rates from the time that the cars leave their

several depots until their return, unless unnecessarily delayed by conductor or driver." They objected to that very strenuously; I told them that I didn't care whether it was left in or not; I thought it was for the benefit of the employés when it was put in, so that they could not be called upon to run extra trips and take their own time; I would leave it an open question, when the time came, as to whether the men wanted to work for the ball-ground trips or not; it was taken out; the eighteenth: "Should a car of this company receive damage of any kind while in charge of a conductor or driver or other employé, said employé upon furnishing the uncontested evidence of at least two responsible witnesses, whose statements of the facts shall exonerate said employé from blame, shall not be charged with any of the expense thereof, but nothing herein shall apply to cases of collision between cars or with standing vehicles." That is the rule of last year, the rule of 1888; this proposed this year was: "Should a car of this company receive damage of any kind or be found damaged while in charge of a conductor, driver or other employé, said employé, upon furnishing the uncontested evidence of at least two responsible witnesses, whose statements of the facts should exonerate said employé from blame, shall not be charged for any of the expense thereof, but nothing herein shall apply to cases of collision between cars or with other vehicles." For years we have had the rule that in case of collision with cars of our line or cars at crossing, no excuse would be received, taking the ground that there was no such thing as right of way between cars when they were liable to come into danger; that both men should stop and thereby avoid a collison; this was put in so that they could give evidence, and not make it so extreme as had been the rule of the company for the past ten years; the other part as to damage while in the charge of the conductor was to compel reports; the whole trouble in the Gallagher case, which was related to you this morning, was due to the fact that that car was found damaged at the close of the day, and no report had been made of it by the conductor; we held this, that whatever might have been the condition of the car when he went out in the morning (and they claimed that the car had been damaged before he took it out), it was their duty, on coming to daylight, to look over their car and report the condition of it; if they had so reported, they would have been exonerated from all blame in reference to it; it was their duty to so report it; but they brought the car up at night, put it in the house, and when our car overseer went to the car he found this damage, and found the damage unreported, and looked up who had the car the day before; now I want to say

that our great danger has been in the past from conductors suppressing facts in the case of damage; but a short time ago we paid $1,000 damages for a case in which we had no report at all; the man was lifted from our tracks with his knee-pan crushed in, and was laid up for three months; we couldn't disbelieve the man; this happened on the Bergen Street line; we had no report, and all we could positively say was that somebody was lying; our rule has been very stringent, as stringent as possible for us to make it, that conductors shall report any injuries to their car or to any passenger on it, or to any person outside of their car, in connection with or to the horses, harness or to anything that is under their charge; it shall be reported at the office the evening of the same day at least, and that in case of a serious accident, they shall report it as soon as possible, so that a surgeon may be sent to see about the injury; to report it as quickly as possible, no matter who is to blame; it is because of that that this was put in; the third proposition was that, "hostlers, feedmen, car cleaners, changers and other day laborers shall be required to labor ten hours per day or night for a day's work, to be performed within twelve consecutive hours, allowing the other two hours for meals; extra time to be paid for at the same rate;" that was as we proposed it; we proposed in the eleventh, that "hostlers shall not be required to take care of more than twenty horses, but may be required to do any other work about the company's premises during their hours of duty;" on inquiring about other employers in the community, other than railroads, we found it was invariable that hostlers were required to do anything that their employers wished them to do during their hours of employment; we felt that if their cars needed cleaning up, we felt that if the premises needed cleaning up, or in case of snow, as was suggested this morning, and it needed prompt cleaning out of the curves, so that the cars could be run, there were no persons so appropriate to be called on as the hostlers that we had, and if we chose to have the horses neglected for the sake of other work being done, that was our business, or the business of the foreman who had it in charge; I will say that I have continuously appointed personally, or if I was unavoidably absent, my son, the secretary, has done it, appointed conductors and drivers, the men who had to represent us to the public, and three months ago we adopted the rule that hereafter none but American citizens shall be employed as conductors and drivers; on this principle, that a man who had been in this country long enough to become an American citizen and had not seen fit to do so, was not the kind of man that we wanted to represent us to the public; we did not refer to any other class of employés; it

was not nativeism in any respect, but that they should become American citizens; it did not refer to any that were on the road; if there were any that were in our employ who were not American citizens, it didn't refer to them; if there were any that were not, I don't know; but the hostlers, car cleaners and laborers, those who were employed about the depots, I have left to the appointment and discharge of the foremen at the different depots where they are employed; they have had the sole appointment and discharge of those men, subject to appeal to me, if they thought they were unjustly dealt with; whenever any of the executive board have come to me to complain about the treatment of the hostlers or stablemen, I have referred them to the foremen of the different depots; whenever those men wanted anything to be done that was appropriate and not going beyond their hours of labor, to have that refused and say that that was no part of their work — the rate of pay that we paid them, we knew was higher than that paid in livery stables and other places, a difference of about three dollars a week that we paid them, and we did not think it was just that we should continue it unless we could get service during our hours of labor that we knew that we wanted; we went on with these different points and finally about 7 o'clock, I became conscious of rapidly failing strength and a very sore throat; I told them that I was in no condition to continue the interview longer at this time; they continued to talk and I to listen for about half an hour after that; I said, "Gentlemen, I can not continue this any longer; I must go;" when I left, nothing was said or intimated by any one that they considered that a final meeting; and I went home that evening and was not able to leave my bed for several days, under charge of two physicians a good portion of the time, and did not get out until Saturday last, being the Saturday after the strike; I did a good deal of head work during that time, but the doctors would not allow me to go out; when I left that evening I had no more doubt that the conference would be renewed, some time agreed upon, than I had doubt of my existence; nothing had been said of an unfriendly character; nothing had occurred that was not courteous, though earnest and in some cases very positive; but when I was asked: "Is this your ultimatum?" I answered: "I haven't said so;" it was giving them full reason to infer that it would come up again; the next day I heard nothing from any of the executive board or from any of the representatives of the employés; on Friday morning, January twenty-fifth, I was called up by telephone; the watchman of the barns at Atlantic and Third avenues notified me that he had just heard that the Seventh Avenue road would be tied up the next morning at 4 o'clock; I told him to call

up the secretary and notify him as soon as possible; he said he had been doing that for some time and he could not call him up; I went to bed again, and next morning found that the road was tied up, and I found that no officer of the company, or anyone representing the company, had been notified that this would take place; I told the secretary, the next morning when he came to my house, that I thought this had taken place because they knew I was sick, and thought that would give them an advantage; I want to show just how the agreement of last year was made; we knew just what the requirements of the law were in reference to ten hours labor, and I refused to take this without having the individual consent in each case to work more than ten hours; I know of no other company that was so careful in dealing with its employés; here is the Fifth Avenue line, the Seventh Avenue line, the Ninth Avenue line, the Crosstown line, the Butler Street line and the Bergen Street line; and much has been said about the Atlantic Avenue Railroad Company not complying with the ten-hour law; I want to show the Commissioners that the Atlantic Avenue Railroad Company took every means to comply with both the spirit and the letter of the law. [The witness here read a copy of the agreement of 1888.] That, I think, effectually disposes of the claim that we were trying to evade the provisions of the ten-hour law.

The following document was offered and received in evidence.

BROOKLYN, *January* 17, 1888.

The undersigned, conductors and drivers of the Fifth Avenue lines of the Atlantic Avenue Railroad Company, of Brooklyn, do hereby authorize James H. Magee, Mortimer O'Connell, James P. Graham, James F. Downing and Thomas King, executive board of District Assembly No. 75, to bind us by signing an agreement with the above-named railroad company for one year, from the 1st day of January, 1888, to the 1st day of January, 1889, and after that until ten days' written notice is given by either party to the other, as specified in the agreement signed by the above-named executive board, and now in the possession of the president of the Atlantic Avenue Railroad Company of Brooklyn:

Drivers.	Conductors.
C. Gormer,	B. S. Douglass,
—— Cunningham,	John Malone,
J. Howard Long,	Chas. Coffee,
James McDonnell,	Edward Taylor,
James Hamofy,	Charles P. Thain,

Drivers.	Conductors.
John McCartney,	Pat. Clancy,
A. Pearsall,	James S. Moroney,
Chas. Curran,	Anthony Baudendistel,
Denis Kelly,	John O'Brien,
Edward L. Allen,	John Morrisey,
John Cole,	John Gardiner,
Patrick McNalley,	Walter P. Burke,
John McMahon,	Henry M. Williams,
Patrick Toner,	William H. O. Greene,
William O'Brien,	Hugh Kane,
D. Reddy,	Jere De .....
John Ward,	Wm. Townsend,
Luke Geoghegan,	Timothy J. Glynn,
W. Byrne,	John Kennedy,
Patrick Egan,	David H. Miller,
George Gillen,	Patrick Lee,
John McGovern,	W. J. Wallace,
Samuel Wilton,	James Scholder,
P. Martin,	Thomas Miller,
M. Horton,	Terence Fox,
E. Beck,	Patrick Dempsey,
John Berry,	Frank C. Ward,
A. Allison,	John Smith,
J. Martin,	John Kane,
Frank Murphy,	Geo. W. Pound,
Andrew Murray,	James Winter,
Daniel Fahey,	Anthony Brune,
T. Murtha,	H. Schwarze,
John J. Ward,	Michael J. Golden,
Thomas F. Cassidy,	E. Feltham,
George W. Brown,	J. Mahon,
Stephen J. Mackay,	Peter Sexton,
David Bryant,	Edward Hughes,
J. Bain,	Jonathan Stewart,
Daniel J. Mangam,	Patrick Campbell,
James Martin,	D. Reilly,
John Stone,	C. A. Wallace,
Patrick McDonnald,	John F. Albeck,
Timothy Delaney,	James McGowan,
Frank Shea,	John Gleeson,
C. Clark,	Jas. Brady,

Drivers.	Conductors.
Edward F. McCann,	Wm. H. Conable,
Michael Kelly,	J. H. Hennig,
Reinhard Deibel,	John Mahoney,
Michael Madigan,	Wm. E. Graham,
William Weber,	D. F. Huested,
J. Haines,	James A. Kelly,
Timothy Shay,	William E. Wightman,
Michael McNally,	Elias S. Bogart,
Valentine Detwerter,	Thaddeus Hurley,
John O'Connor,	Cornelius R. Shea,
Wm. Hayes,	H. W. Clear,
John O'Rourke,	John Lee,
Joseph S. Rivers,	C. A. Ging,
Fred Kane,	Fred Kinzy,
James Dorney,	P. J. Crowley,
Chris. Ward,	John Murtha,
John Cleary,	Patrick McClorey,
James Delaney.	Philip Grossarth,
	Arthur Lowery,
	James J. Withers.

Similar agreements were made with all the lines; I want to say, as a matter of fact, that these were witnessed by the master workman and secretary of each of their local assemblies, and so brought to us.

By Commissioner Donovan:

Q. That is stated in the circular which you caused to be published? A. This is the printed agreement in full; just turn to the concluding section of that agreement, just before the jurat; the concluding section of that agreement is: "The foregoing is a full settlement of all matters between the Atlantic Avenue Railroad Company and its employés, herein described, who hereby give their consent to the same, in writing, witnessed by the master workman and secretary of their respective organizations, and is to continue in force until the 1st day of January, 1889, and after that until ten days written notice is given by either party to the other;" that agreement of 1888, I want to be distinctly understood as affirming, under the sanctity of an oath, I want to be distinctly understood as affirming that that was kept in all its entirety by the officers and the agents of the Atlantic Avenue Railroad Company, so far as I know, and that in every instance where my attention was called to any claimed difference or failure to act on the part of the company, of its foremen or other

agents, I immediately gave directions for its correction; of course, with about 750 employés altogether, it was not to be expected but what some of them might at some time do something that was not in accordance with what I had agreed to, but, as I state, in every instance I gave orders for its correction and saw that they were carried out, if my attention was called to any claimed omission; as to this question of trippers, I did not agree with the Executive Board upon the question, on this ground, that our duty to the people of the State of New York was to act as nearly as possible in accordance with the charter which they had given us, and that when we were required to run cars as often as the convenience of the public required, it meant something; I did hamper myself during the past year by agreeing to pay all one dollar and fifty cents, with the exception — this section 22, which I will let Mr. Crossman read [Mr. Crossman read section 22 of the agreement of 1888]; acting on that, I, last April, 1888, sent word to Messrs. Doscher and Hendrickson, whom you saw here to-day, to see if the men who were unemployed were willing to run out cars in addition to those then run, not taking off any of the full-day cars or the one dollar and fifty cent trippers; if they were willing to run three trips, one in the morning and two in the afternoon; taking into consideration that a majority of the passengers on our road ride only twice a day, once down to their business in the morning and once coming home at night, the travel going down to the ferry will occupy a space from 4 o'clock in the morning with the marketmen, then 6 o'clock with porters and those who go to stores, then at 7 o'clock with mechanics, following it by merchants, brokers, those who go to their business, and the ladies, up to 2 o'clock; then about 4 o'clock commences the return; but, on account of the fact that the great main body of those who have gone over will want to come back in two hours or inside of three, we can not possibly give them the accommodation they need without putting on extra cars at that time; I had the foremen inquire if the men who were unemployed were willing to run those three trips at those times; I received from Mr. Doscher and Mr. Hendrickson word that the men were only too glad to get the cars to run those extra trips; I immediately gave orders to have the cars got ready; before they got the cars, word came down that there wouldn't a man be allowed to do so; they said that they had received orders, I don't know from whom, but that they had received orders not to run; it was plain that they were led to believe that they would be doing an improper thing to earn that six or seven dollars a week, enough to pay their board, and that they were obliged to wait until they could get a car at one

dollar and fifty cents; I altered that section in the agreement so that it was made to read — it is twentieth in the proposed agreement and is made imperative: "In order to properly accommodate the public, extra conductors and drivers, who are unemployed, may be required to run extra trips at a price per trip which shall not be less in any case than the regular trip rate." That was one thing that we differed on exceedingly, and I told them that we could no longer be parties to discommoding the public as we had been doing; we could not afford to pay double price for trip work; we could not afford to pay one dollar and fifty cents if one trip was run or three trips were run; and that we were, therefore, obliged to put on more cars in addition to our regular runs and trippers, and as to our agreeing what the proportion of trippers should be this year, in view of the fact that it had been decided by the Court of Appeals that an elevated road could be constructed on Fifth avenue, it was more important than ever to give the people more accommodation than ever on Fifth avenue; give them seats, if that was possible; and that we could not tie ourselves up in that way; I think I have covered the points, the main points, stating emphatically that, although I asked for copies of the reports of what they proposed to do with the Brooklyn City Company, I did not receive any, and I was asked, on one occasion, by Mr. Byrnes, if I had not been trying to get a copy of the Brooklyn City Railroad agreement; I think that the question employed was whether it had not been agreed upon that it should be sent to me, and I said that I had not been able to get it, but I was anxious to get it, and thought they should send a copy of it to me; I spoke of the DeKalb Avenue road, and they said if I would agree to sign an agreement like that of the DeKalb Avenue road, they would immediately waive everything else that I objected to; I told them that they might; that if the executive board had to run the road, and overybody was to be discharged that they wanted to be discharged, there would not be anything left for the company to manage; in reference to the statement that it was suggested to me that the company should run seven trips within twelve hours, I want to state that it is utterly untrue that such a suggestion was made by any member of the committee at any time during the meetings; what was said was this, speaking about the ten-hour law and that I ought to be willing to consent to it, I told them that if I did it would make six trips where we were getting seven, and that we could not do it within ten hours; the remark was made (by whom I am not certain, but I think by Mr. Coopey, who was chairman of the committee) that time on the stand need not be counted in; I said:

"The time on the stand is as much working time as any other during the ten hours," and he said: "That is so," and that is all there was said about it; and when I learned on Saturday last, through General Tracy, by whom a copy of the Brooklyn city agreement was received from some member of the executive board, when I learned that they had got into it such a subterfuge, I was simply amazed that a business man could put into a contract such a bald-faced evasion of the law; when I left the conference I had no more thought that that was the ending of the conference than I had of any other impossible thing; I desire, before I get through, to bring before the commission a clear statement of the positions that we have taken towards the Knights of Labor and the causes of it; I am not willing to have it represented before the community that it is because of any desire on my part, or any officer of the Atlantic Avenue Railroad Company, to get on top of men who are down; it is far from the truth, and it is not the feeling of any officer of the Atlantic Avenue road; I had no thought until Sunday last of doing anything else than taking men back without reference to the fact of whether they were Knights of Labor or not; but on that afternoon, just the edge of the evening, early candle lighting, as we would say, I was called on by Mr. Christopher Ryan and Arthur Lowery, Mr. Christopher Ryan, who has been in the employ of our company for sixteen years, an inspector for several years, and Mr. Lowery, who is starter at Greenwood; they stated that they had been notified that they must come out of the employ of the Atlantic Avenue railroad that night, on account of their obligation to the Knights of Labor; they objected to being forced out, because they had been left there through the week past; they said that every foreman, starter, watchman or other employè of the Atlantic Avenue Railroad Company, must come out that night; that it had now reached a point where it was war to the knife on the Atlantic Avenue Railroad Company, and that this thing must be brought to a head; I said to those men: "Take your choice; you have been faithful employés of this company, and it now, without any act of ours, has been made a choice whether you shall remain with us or with the Knights of Labor; you know how faithfully I and the company have treated you during the years of your employment; you know what you and your families can depend on from us; but now you must take your choice whether you shall continue with us or with the Knights of Labor; if you choose to continue with them, I will fill your places immediately, and you will not be allowed to return;" they put out their hands immediately, and gave me their pledge that they would resign from the Knights of

Labor, and remain with the company; I found that the same thing had been done by the watchmen and the foremen; that the Order of the Knights of Labor had chosen to make an issue, that no man could take work for us and remain in connection with them; I accepted the issue, and told them very plainly that no man could remain with us and retain his connection with the Knights of Labor; I told them that it was because of no hardness of feeling towards the organization, but we had found that an oath-bound organization could stop the machinery of our whole organization at an instant's notice, as had been done since the tie-up; and that I was determined, by the help of God, that such a thing would never occur again.

By Mr. MAGNER:

Q. How long have you been in Brooklyn, connected with the Atlantic Avenue Railroad system? A. The Atlantic Avenue Railroad Company, was formed on the 1st day of May, 1872.

Q. What time did you come here? A. I came here in November, 1867.

Q. What time did you commence railroading here? A. Immediately; I came from the presidency of the Dry Dock and East Broadway railroad in New York, and had made my contracts before I left that company.

Q. What company did you become connected with when you came here? A. No company; it was a private ownership from that time, until May, 1872.

Q. What were the lines that you owned? A. We called it the Atlantic Avenue and East Greenwood railroad.

Q. What lines did that embrace? A. Fulton ferry, through Furman street, Atlantic avenue, Flatbush avenue, through Fifth avenue to Greenwood Cemetery; and another line, from Fulton ferry, through Furman street past South ferry, up Atlantic avenue to East New York; those are the two lines.

Q. That embraced them all? A. That is all there was of it.

Q. You were individually the owner of those? A. I was individually the much-to-be-pitied owner of those.

Q. What are the railroad lines over which you have at present control? A. The line from Fulton ferry, through Furman street, Atlantic avenue to Fifth avenue, through Fifth avenue to Greenwood Cemetery and Twenty-seventh street; also from South ferry, through Atlantic avenue to Washington avenue, through Washington avenue to Butler street, through Butler street to Nostrand avenue; from Fulton ferry along Front street, up Adams street to Atlantic avenue, a line of green cars, and thence by the same route as the white line, to

Greenwood and Twenty-seventh street; the Seventh avenue brown cars, starting from Fulton ferry, through Fulton to Front, and to the stand at the bridge; up Washington to Concord, turning at Concord to Adams, then through Adams and Boerum place to Atlantic avenue, through Atlantic avenue to Fifth, Fifth to Flatbush, through Flatbush to Seventh avenue, through Seventh avenue to Twentieth street, and through Twentieth street to the corner of Ninth avenue and Twentieth street; also a line from the corner of Ninth avenue and Twentieth street, through Ninth avenue; a line by Prospect Park, over the plaza, along Vanderbilt avenue to Park avenue, through Park avenue to Navy street, through Navy street to Concord, through Concord to Washington street, thence to bridge, and on from there through Water street and Front to Fulton ferry; also a line running through Adams street and Boerum place to Bergen street, through Bergen street to Hoyt street, through Hoyt street to Sackett street, through Sackett street to Hamilton ferry; also a line from Ninth avenue and Twentieth street to Ninth avenue and Fifteenth street, along Fifteenth street to Hamilton avenue, through Hamilton avenue, over the tracks of the Brooklyn City Railroad Company to Hamilton ferry; also a line which is owned by the South Brooklyn Central Railroad Company, of which we are the lessees, running through Fourth avenue and Bergen street, down Bergen street, crossing Flatbush avenue, to Hoyt street, through Hoyt street to Atlantic avenue; and with the privilege of transfer to anybody who is on Hoyt street and wishes to ride up or down.

Q. Do you know how many miles of railroad that is? A. I could tell, but I can not tell it now.

Q. Can you estimate it approximately? A. It is not nearly as many miles as the lines; then it includes the ownership from Flatbush avenue to Jamaica, which is operated by the Long Island Railroad Company, and which comes to us through the charter of 1872.

Q. Do you know the number of miles? A. My impression is that it is about thirty.

Q. Can you approximate its value? A. Well, yes; I think its value is about — I don't mean to give you what we would be willing to take for it.

Q. The fair market value? A. You speak of the franchise, do you?

Q. Not only the franchise, but the equipment of the road? A. I think about $2,500,000.

Q. You say you would not be willing to take that for it? A. No, sir; I would not; not now that this strike is over; we own it now.

Q. What was the value of the roads controlled by you, and owned by you in 1867? A. That I can't give you without referring to documents.

Q. Approximate it? A. I would not attempt to approximate it at twenty-two years distance, twenty-one years and over.

Q. There is a vast difference in the value of those two equipments at the two times? A. O, yes, sir; there is a vast difference in the value of the city of Brooklyn.

Q. Does it amount to $1,000,000 difference? A. Yes; more than that.

Q. More than $1,500,000? A. I should say so; then it was an utterly broken-down concern; I had to send forty-three horses to the dead boat the night I came over here; I don't know that it was worth anything then; I would not swear that it was.

Q. Then you would estimate the difference in value at over two millions? A. I can tell you what I agreed to pay for it; I agreed to pay the interest on $500,000, which was the amount of bonded debt on the road, and that mortgage was foreclosed in 1870, and I was obliged to buy it in, to protect myself.

Q. You are largely the owner of the Atlantic Avenue Railroad Company at present? A. I wouldn't like to say that; I own quite a respectable amount of the stock.

Q. Over three-fourths of it? A. O, no; the stock is $1,000,000, divided into 20,000 shares of fifty dollars each; of that I personally own about 450 shares.

Q. At the time you came to Brooklyn and assumed the management of these roads, what pay were conductors and drivers getting? A. My impression is that it was two dollars a day, and on all the roads in New York the same; I think it had been no more during the war time; it was, if anything, a little less, but my impression is that it was two dollars.

Q. Five years ago what was the salary of conductors and drivers? A. Two dollars.

Q. What hours did they work? A. They ran eight trips on these seven-trip roads, and that took them, on our roads, about thirteen hours and a half.

Q. Actual working time? A. What do you mean by actual working time?

Q. What did that thirteen hours and a half include; what is the running time on the Seventh Avenue road? A. It takes twelve hours including the meal time, or about five minutes short of it.

Q. What is the running time on the Fifth Avenue road? A. I think, including the time for meals, it is about eleven hours and fifty-five minutes.

Q. What is the running time for each trip on the Fifth Avenue road? A. I think it is seventy-eight minutes of actual time, forty-two down and forty-five up.

Q. That includes the stops at the stand, does it? A. No, sir; I think that excludes them; that is the actual running time, and the time at the stand, for most of them is five minutes at each end, which makes seventy minutes of stand time for seven trips; fifty minutes is the meal time, and it makes, therefore, just two hours.

Q. Two hours for what? A. The stand-time and meal times, unless the stand-time is shortened; it probably is, a little, to bring it five minutes within the twelve hours; what we used to take was five minutes; we have been obliged to shorten it a little to equip ourselves for the encrustean bed to which we have been obliged to submit ourselves.

Q. What are the articles in the proposed agreement, proposed to the executive committee, that would cut down the running expenses of the road, if any? A. I am not aware that there is any, sir; if there is, I want it pointed out.

Q. What are the proposed articles in relation to the drivers in the proposed agreement of the executive committee, which would increase the expenses of the road for the ensuing year? A. The first, the second, the third, the fifth, the sixth, the tenth, the twelfth — the fourteenth would not have increased expenses, but was very objectionable.

Q. I refer only to increasing the expenses? A. I don't know whether the fourteenth would or not; I haven't tried it yet; the twenty-first, the twenty-second, the twenty-third, the twenty-fifth.

Q. How many of those, Mr. Richardson, were finally waived? A. Not one, sir, to my knowledge; for we did not take up that agreement for consideration; the agreement we took up was the one proposed by myself.

Q. Well, take up the twelfth; wasn't that waved, Mr. Richardson, or the portion of it which would increase the expenses of the railroad company? A. I say that nothing was waived in that agreement.

Q. Wasn't it waived in relation to the eighteen horses? A. It was not.

Q. In the discussion with the executive board didn't they agree to the proposition of yours that hostlers should take care of twenty horses? A. They did agree to that proposition of mine to that extent, that they should take care of twenty horses.

Q. Then it would not increase the expenses of the road? A. It would not increase the expenses of the road, in so far as it related to taking care of twenty horses.

Q. That was a concession, then, to you? A. I don't so consider it, because we had started out with the proposition that we should not increase the expenses of the road in any way; and they had taken care of twenty horses the year before, and I did not consider it a concession.

Q. That part of the agreement, then, would not increase the expenses, in so far as they agreed to take care of twenty horses; we will take the first in theirs, and the fifth in your agreement; in what way would they increase the expenses of the road, as compared with the corresponding one in their agreement — in fact, as compared with last year? A. We had a proviso that employés should be allowed to work any longer period, at their own request, for additional compensation.

Q. Your objection to the first proposition, then, was not pure patriotism, to uphold the rights of American citizens, but was also intended to increase the profits of the railroad? A. I have not stated that it was done for that purpose.

Q. Excuse me; I so understood you, in your direct examination? A. I will excuse you, if you are not able to understand what I say.

Q. We will take up the proposition presented by Mr. Best; that is, that no conductor shall be required to run more than seven trips on Fifth avenue — it is the same as your No. 5, with the exception of the addenda; how would that proposition increase the expenses of running the road? A. I have not said that it did.

Q. Then it would not increase the running expenses of the road, would it? A. I don't know, because I haven't looked into it sufficiently; I know I liked my proposition best, and, as you say there was no difference, there was no reason for taking the hastily prepared proposition of Mr. Best instead of one that was carefully prepared and which had been used for a year; you know it is not wise to make important contracts in that way.

Q. "No conductor or driver shall be required to run more than seven trips on Fifth avenue to ferry, or eight trips to bridge; seven trips on Seventh avenue to ferry, or eight trips to bridge; six trips on Ninth avenue to ferry, or seven trips to bridge, etc.;" is that not the same proposition as is embraced in your article 5, with the exception of the voluntary labor on the part of the conductors? A. It is not, sir; we say that "the pay of the conductors and drivers shall be at the rate of: Fifth, Seventh and Ninth Avenue lines, seven trips to ferry

or eight trips to bridge for two dollars;" the other says they shall not be required; it does not say they shall be required to do anything, but they shall not be required to do so and so.

Q. The amount of labor for the same price is the same? A. If there is any agreement in that to do anything at all, can you point it out?

Q. Yes, sir? A. Please do.

Q. "No conductor or driver shall be required;" it is by implication; in your own proposed agreement it is stated, "No conductor, driver or other person employed in the operation of the railroad shall be required to work more than ten hours per day, etc.;" is that different? A. Yes, sir; that is decidedly different; because that is the language of the law; "No conductor, driver or other person employed in the operation of the railroad shall be required to work more than ten hours per day, etc.;" that is the language of the act which we were so careful to obey.

Q. How much time does it take to run a trip on the Fifth avenue line, exclusive of stops? A. It takes eighty-seven minutes.

Q. And how long a time is required for meals? A. The arrangement for meals, for drivers who go to work before 6 o'clock A. M., twenty minutes, if they desire it; thirty minutes for dinner, if they go to work before 11.30 A. M.; and those who don't get through until 7 o'clock, twenty minutes; those who don't get through in time to take it at home with their families, twenty minutes for supper, if they desire it.

Q. The understanding is that there shall be at least two meals? A. That they shall have time for at least two meals; that they shall have thirty minutes for dinner, as required by the act; that they shall have twenty minutes additional, if they desire it.

Q. What is the stand-time at each end of the route? A. About an average of five minutes, I think; it depends somewhat on the headway on which they are running; it used to be five minutes; I think that now it is about four minutes.

Q. So that on both ends of the road it would amount to about eight minutes? A. About eight minutes, I think.

Q. And on seven trips the amount of stand-time would be about fifty-six minutes? A. Yes, sir.

Q. There is twenty minutes for breakfast and thirty for dinner; that makes, Mr. Richardson, about 106 minutes? A. No doubt you are correct.

Q. Or one hour and forty-six minutes; now, Mr. Richardson, if those men on the Seventh Avenue line ran their cars for ten hours, exclusive of the time that they took for their meals and the stand-time, they could

make seven trips on the Fifth avenue line in ten hours? A. Not without injuring the horses, sir.

Q. You say, Mr. Richardson, that the running-time on the Fifth avenue line is eighty-seven minutes both ways; actual running-time for seven trips, at that rate, would make 609 minutes? A. I think you are right, sir.

Q. That makes ten hours and nine minutes? A. I think you are right, sir.

Q. The stand-time is fifty-six minutes and the meal-time is fifty minutes, or one hour and forty-six minutes? A. Yes, sir.

Q. Could they not make these trips and have the meal-time that they desire and have the stand-time that they desire, and do it within twelve hours? A. Yes, sir; and they do it now.

Q. And under this agreement of Mr. Best they could do it within the twelve hours? A. How?

Q. Why not? A. Because the stand-time and the meal-time with the actual time that the cars are running under the wheels is now ten hours and nine minutes; your suggestion to shorten that by nine minutes can only be done at the expense of the horses.

Q. The fifty-six minutes for stand-time and the fifty minutes for meal-time and the actual running-time is eleven hours and fifty minutes; that can be done within the twelve hours? A. It is done.

Q. Then the proposition of Mr. Best, as presented to you in the meeting by the men, could have been carried out in the same time; it could have been done by the cars, the same number of trips, and within the hours prescribed by the men, and without any additional expense to the corporation? A. That is what I have already proposed.

Q. You admit, then, that this proposition of theirs could have been carried out within the time proposed by the men, without any additional expense to the company; I ask if, under the proposition that Mr. Best gave to you in writing, the company could not have carried that proposition into effect without any change of its present schedule time, and at the same time satisfying the demands of the men, and without any increased cost to the company? A. So far as it agrees with our own proposition, it could.

Q. Haven't I demonstrated it to you here? A. No, you have not demonstrated it.

Q. Under the proposition, as presented by you, the Fifth avenue line was to make seven trips; Mr. Best presented the same proposition to you as coming from the executive committee? A. As I presented to him?

Q. He presented this proposition to you in writing: That the men were agreeable to work for the railroad company; to perform that same number of trips, and to do exactly what the railroad company wanted to be done, with the requirement that it should be done in ten hours out of twelve, and without any additional expense to the company? A. He did not make any such proposition; he proposed that it should be limited to ten hours, and, then, that the pay should be so and so for so many trips.

Q. The proposition of Mr. Best was in writing, that the men would work for seven trips on Fifth avenue; that it should be done in ten hours within twelve hours; that the men should have the compulsory twenty minutes and thirty minutes for meal-time out of that; and that that ten hours should exclude stand-time and meal-time? A. Just read it.

Q. "No conductor or driver shall be required to run more than seven trips on Fifth avenue to ferry, or eight trips to bridge; seven trips on Seventh avenue to ferry, or eight trips to bridge; six trips on Ninth avenue to ferry, or seven trips to bridge, or four trips to ferry and three trips to bridge; eight trips on Bergen street to ferry; nine trips on Butler street to ferry; Crosstown line, eleven trips from bridge to Hamilton ferry; six trips on Fifth avenue to ferry and one trip to the bridge; six trips on Seventh avenue to ferry and one trip to bridge, for a day's work, at two dollars, the work to be performed within twelve consecutive hours, including not less than twenty minutes for breakfast and thirty minutes for dinner, or thirty minutes for dinner and twenty minutes for supper, as the runs may call for; all cars going out before 6 o'clock A. M. shall have time for breakfast and dinner, and all cars going out after 7 o'clock A. M. shall have time for dinner and supper, as herein provided for?" A. Where is there anything there about stand-time?

Q. Does not that agreement exclude the stand-time? A. No, sir; it did not make any reference to stand-time.

Q. The agreement says that they shall make seven trips on the Fifth avenue line? A. Let's hear you read it.

Q. "No conductor or driver shall be required to run more than seven trips?" A. There is nothing there requiring them to run seven trips.

Q. I will read your own agreement: "No conductor, driver or other person employed in the operation of the railroad, shall be required to work more than ten hours per day;" is there anything in that requiring them to work ten hours? A. No, sir; but when you come to the fifth section you will find that it is paid by the trip.

Q. You say each trip takes eighty-seven minutes; that makes 609 minutes, or ten hours and nine minutes; the stand-time takes eight minutes on each, or fifty-six minutes on all the trips, with fifty minutes for meals, making 106 minutes, or one hour and forty-six minutes; now, under that, did not the conductors and drivers agree to perform the same number of trips and enforce the same time for meal-time, and to do it within ten hours, to be performed within twelve hours? A. We could not consent to have it done within twelve hours.

Q. You say that they do that to-day? A. Do they?

Q. Did you not say so that they do that to-day? A. I have no doubt they do, but I know very little of what they do to-day; they did it last year; I told this committee so, and they were not satisfied with it.

Q. Don't they, without regard to meals, do that within twelve hours to-day? A. Yes.

Q. And have the same stand-time? A. Yes, sir.

Q. And couldn't they, under this agreement that I read, do it in the same time? A. Yes, sir.

Q. And spare the horses just as much? A. Yes, sir; but they could not do that portion of it which requires that it be done in ten hours.

Q. Couldn't it all be done within twelve hours? A. Yes, sir.

Q. And without any extra expense to the company?. A. But in ten hours, you have it there; read it.

Q. "No conductor or driver shall be required to run more than seven trips on Fifth avenue to ferry or eight trips to bridge; seven trips on Seventh avenue to ferry or eight trips to bridge; six trips on Ninth avenue to ferry or seven trips to bridge; or four trips to ferry and three trips to bridge; eight trips on Bergen street to ferry; nine trips on Butler street to ferry; Crosstown line, eleven trips from bridge to Hamilton ferry; six trips on Fifth avenue to ferry and one trip to the bridge; six trips on Seventh avenue and one trip to bridge, for a days work, at two dollars, the work to be performed within twelve consecutive hours, including not less twenty minutes for breakfast and thirty minutes for dinner, or thirty minutes for dinner and twenty minutes for supper, as the runs may call for; all cars going out before 6 o'clock, A. M., shall have time for breakfast and dinner, and all cars going out after 7 o'clock, A. M., shall have time for dinner and supper, as herein provided for?" A. There is nothing there about ten hours?

Q. No? A. Then that was not intended to be part of that section; it was intended to be added on to the first section.

Q. I ask you if that amount of work could not be performed under the agreement which the men submitted to you, the same amount of work they do to-day, within the same required period, and without any additional cost to the company? A. It could not, sir, with the provision that it shall all be done within the ten hours; it was proposed that that should be added to the first section, which reads as follows: "No conductor, driver, or other person employed in the operation of the lines of the A. A. R. R. Co., shall be required to work more than ten hours per day, the labor to be performed within twelve consecutive hours; nor shall the company or any of its officers, agents, etc., exact more than ten hours labor, the same to be performed within twelve consecutive hours, for a days work; and to that they proposed to add this other thing.

Q. Assuming now, Mr. Richardson, that the sworn statement of both Best and Byrnes is correct, what difference would that make in the running expenses of the road? A. What do you mean; sir.

Q. I mean this: If that proposition, as presented by the committee to you, had been accepted by you, would that have increased the running expenses required by the proposition presented by you, contained in sections Nos. 1 and 5. A. It would, sir.

Q. In what way, Mr. Richardson? A. My fifth was: "The pay of conductors and drivers shall be at the rate of: Fifth, Seventh and Ninth Avenue lines, seven trips to ferry, or eight trips to bridge, for two dollars; Bergen Street line, eight trips to ferry; Butler Street line, nine trips to Wall street ferry; Crosstown and Fifteenth Street lines, eleven trips to Hamilton ferry, two dollars; on lines to Fulton ferry, six trips to ferry and one trip to bridge, the same pay as if all were run to ferry; a greater number of trips voluntarily run in a day by a conductor or driver, at his request or consent, and any less number of trips run, shall be paid for at the same rate;" what is their proposition?

Commissioner ROBERTSON.— Does not that proposition have to be read in connection with another proposition? It is not a proposition that can stand by itself.

Commissioner DONOVAN.— Do we understand that that proposition which you produced, and which is in evidence, was to take the place of the first and fifth of the proposed agreement of the Atlantic Avenue Railroad Company?

Mr. MAGNER.— Yes, sir.

Commissioner DONOVAN.— And you desire to know of Mr. Richardson whether, if the company adopted that proposition, it would increase the expense to the company?

Mr. MAGNER.— Yes, sir.

The WITNESS.— To which I respond that no such proposition was made to the company.

Q. Assuming that the testimony of Best, Byrnes and Rellihan is true, and that they did make that proposition, would it increase the running expenses of the company? A. I refuse to be guilty of any such outrage on truth as to assume that the testimony of Mr. Best and Mr. Rellihan is true; Mr. Byrnes gave no such testimony.

By Commissioner ROBERTSON:

Q. In what respect, substituting one and five of your proposition for this, would it increase the expenses of the company? A. Here is a written paper which proposes six trips on Ninth avenue to the ferry or seven trips to bridge, and this proposes seven trips to the ferry or eight trips to the bridge for two dollars; it makes a difference of one trip on the basis proposed here; this covers the Fifth, Seventh and Ninth Avenue lines, and although the Ninth is a little longer route, it provides that they shall have the same pay for all three; this makes a difference of one trip on Ninth avenue; in that respect it would increase the expenses over my proposition; now in the other: "And any less number of trips run shall be paid for at the same rate;" they insisted in another part of theirs that any less number of trips shall be paid for at the rate of one dollar and fifty cents.

Q. Is there anything in that written proposition? A. The written proposition does not include that item.

Q. The written proposition has nothing to do with the one dollar and fifty cents for one trip? A. Because it leaves it in your section third; it does not take out that section.

Q. As a substitution for sections one and five, in what respect does that proposition increase the running expenses of your road? A. In the way I have stated on Ninth avenue.

Q. With that exception is there any other? A. No, sir.

Q. Last year were not the trips on Ninth avenue the same as stated in that paper of Mr. Best there, so that it would not have increased the expenses of running the road in any particular? A. It would, over our proposition.

Q. The number of trips is stated in both propositions? A. Yes, sir; is stated in both propositions.

Q. I mean over last year's expenses; the two propositions now declare that there shall be exactly the same number of trips, that is the proposition of last year and the proposition of Mr. Best, that they shall be done for the same prices, and that there shall be the

same number of trips over the different roads; to that extent, it would not increase the expense of running your road? A. Over my proposed agreement?

Q. Yes. A. I say that it would.

By Commissioner DONOVAN:

Q. In your proposition was there not an increase in the number of trips on the Ninth Avenue line, to the bridge and to the ferry over last year's agreement? A. To the extent of three trips to the bridge and three to the ferry.

Q. That is, it made a difference of the time occupied from the bridge to the ferry three times? A. Yes, sir; and it makes them equal in service to the Fifth and Seventh Avenue lines; and as I explained to the Board, it was because the receipts of the Ninth Avenue line were not much more, if as much, at this time of year, as the Fifth and Seventh Avenue.

By Mr. MAGNER:

Q. I read section twenty of your agreement: "In order to properly accommodate the public, extra conductors and drivers, who are unemployed, may be required to run extra trips at a price per trip which shall not be less in any case than the regular trip rates;" that proposition will accomplish all that is claimed by the addenda in section 5? A. But they had refused to adopt this.

Q. It would accomplish all that is desired for the sake of extra trips at trip rates, wouldn't it? A. No, sir;

Q. It says that each trip shall be paid for at trip rates? A. This relates to extra conductors who are unemployed; the other relates to others who are employed.

Q. This proposition of Mr. Best, grants to the company the same number of trips on each line, as were done by the company during the last year; isn't it so? A. I think it is so.

Q. It is to be done for the same price as was done last year for the amount of those trips; is that so? A. I think it is.

Q. To that degree, it would not increase the expenses of running the road, over last year? A. I think not.

Q. Now, here is a proposition presented by the men in writing, which is exactly the same number of trips as were run on the different lines in the same time as last year, and it would not increase the expense of running the road, as you admit, and which would accord them the time for lunching that they wanted, and which would enable them to perform the work within the hours of the law, and without

additional expense to the road, putting the road in the same position, and yet you peremptorily refused it? A. I did not peremptorily refuse it; it was left under consideration when we left on that Monday evening.

Q. Did you not swear, in your direct testimony to-day, that you refused that proposition; did you not use the words, that you peremptorily refused it? A. I think I did not; I think I said that I preferred my own wording of that.

Q. Are you positive of the fact that you did not say that you refused that proposition, and that you did not use the words "peremptorily refused it?" A. No, sir; I refer to the minutes.

Q. You will not depend upon the reliability of your memory upon your assertion now that you did not make use of the expression that you peremptorily refused to accept that proposition when the men made it in writing? A. I will not state the reliability of my memory on any such proposition, but I refer to the minutes.

Q. Will you say now that you did not so testify, that you peremptorily refused to accept that proposition? A. I will not say further on that subject, but refer to the minutes.

Q. Will you say now that on the occasion when that was presented to you in writing by Mr. Best, you did not peremptorily refuse it? A. I will not say whether I did or not; my recollection now is that it was left an open question, the same as the whole of the first and fifth sections.

Q. But you will not say that you did not peremptorily refuse it? A. I will not say so.

Q. It was not entirely for the purpose of saving money to the road that you refused to conclude negotiations with your men? A. I did not refuse to conclude negotiations with the men, but invited them to continue them.

Q. It was not, then, on the ground of refusing to increase the expenditures of your road, that you refused to accept the proposition of Mr. Best? A. So far as I did refuse, it was not with reference to the expenses of the road.

Q. What then was your reason for refusing to accept that proposition of the men? A. What I stated before, that I insisted that there should be no limitation on the right of the men to offer their labor to the company after ten hours, or any limitation on the part of the company to accept it of them.

Q. So it was entirely due to a patriotic sentiment of the right of an American citizen? A. You may consider it a patriotic sentiment, but I don't so consider it; I consider it the inalienable right of every man, white or black, rich or poor, to do that.

Q. So you desired to preserve the inalienable right of every man, white or black? A. It was just that.

Q. Was it only that? A. I will not confine it to that.

Q. What else was it? A. I will not state it further at this time.

Q. Why not? A. Because it is an impudent question for you to ask me.

Q. I take it that it is the duty of this Board to find out the causes of that controversy, and I think it is within the scope of the performance of my duty, as the representative of the men, to ask you the reasons why you refused to accept the propositions of the men; was it only on the ground of your desire to preserve that inalienable right that you refused to accept that proposition, or did you have further reasons? A. The reasons that I have given are sufficient reasons, and I refuse to have that inquiry pressed any further.

Q. What time does the first car go out on your Fifth Avenue line in the morning? A. I can't remember.

Q. Have you a schedule? A. Yes, sir.

Q. Have you that with you? A. I have not; I don't carry such documents with me; they are posted up in the depot.

Q. And from your memory you can not state that? A. I can not.

Q. Do you see any of your men in the room who have such a schedule? A. I don't see any of them here.

Q. Your inspector is in the room? A. I will put him on the stand; I object to him answering any questions while I am under examination.

Q. After this strike originated, or this tie-up took place, how many days did you remain supine without sending out any cars or endeavoring to send out any cars on your road? A. If you will ask that question in a proper way I will answer it, but I don't want to have the imputation that I remained supine.

Q. I had no intention of making any reflection; if the gentlemen supposed it, I apologize to him. A. All right, sir.

Q. How many days elapsed before you endeavored to send out any cars? A. From the time of the tie-up on the twenty-fifth until the following Thursday.

Q. How many days? A. You can calculate it.

Q. That made six days? A. I think it does.

Q. During that time you made no effort to send out any cars? A. We made no effort to send out any cars; our efforts were confined to taking care of our horses, under repeated brutal attacks of assault and murder.

Q. Your car tracks extend over all that territory known as South Brooklyn? A. They extend where I told you, this afternoon, they did extend; they extend from Fifth avenue to Ninth.

Q. How many people do your car lines take every day? A. The whole of them, I think between forty and fifty thousand who pay their fare.

Q. During those six days the forty-five or fifty thousand persons were inconvenienced, were they not? A. I have no doubt of it.

Q. What efforts did you make to meet the wants of those forty-five or fifty thousand people? A. First, the feeding of our horses, which was interfered with through the day and night after night, by men who interfered with the men at the stable, a mob.

Q. Apart from the feeding of the horses, what did you do? A. We did not attempt to do anything except to get ready to send out our cars as soon as we were convinced that we could receive the proper police protection.

Q. After you received the proper police protection, how many days elapsed before you started out any cars? A. Not one.

Q. How many cars did you run on the seventh day after the tie-up? A. The number of cars that we ran on Thursday after the tie-up was in accordance with arrangements made with the police authorities the night before; one trip in the morning with a large squad of police and with all the mounted force of the city of Brooklyn.

Q. I merely asked how many trips that day? A. Three trips.

Q. On the next day how many? A. The eighth day, the next day, on Friday we ran six trips; on Saturday we ran forty-five trips; on Sunday we ran no trips.

Q. That made seven days that you did not run at all? A. You may calculate.

Q. On the tenth day, Monday? A. Monday we ran 161 trips; on Tuesday, I am not certain as to the number, but we added the Seventh Avenue line to the two Fifth Avenue lines.

Q. How many days from the time this tie-up occurred until the final settlement, when the tie-up was declared off, when you did not run your roads regularly, or without the regular number of trips? A. We have not run our roads regularly, the regular number of trips, up to the present time.

Q. You say that the first six days you were occupied in feeding your horses; did the hostlers who went out on the strike offer to feed and to water the horses at each depot? A. No, sir; they left the horses early in the morning of Friday without watering or feeding, except in one instance, and in that they left immediatly after watering.

Q. Now, Mr. Richardson, during the time that this tie-up occurred, were you besought by any persons who endeavored to arbitrate between you and the employés and endeavored to make a settlement between you? A. I was called on by some gentlemen, one of whom was Commissioner Donovan, on Friday.

Q. Did the State Board of Mediation and Arbitration endeavor to mediate or arbitrate between you and your employés? A. I am not sure; I think they did not.

Q. Did Mr. Donovan state to you that he called on behalf of the State Board of Arbitration to endeavor to effect an amicable settlement of the strike? A. I think not; I think he did say that he called on behalf of the State Board; I considered that Mr. Donovan called as a friend.

Q. Did any person call on you on behalf of the State Board and endeavor to mediate between you and your employés? A. I did not see any such person; I don't think they did; I am quite positive about that.

Q. Did any citizens of the city of Brooklyn, merchants on Washington street, call on you and offer to mediate between you and your employès? A. Five men called at my house, on my invitation.

Q. Did they offer to mediate between you and your employés? A. Yes, sir; they did.

Q. Did you refuse? A. I told them that I would have nothing more to do with the Executive Board of District Assembly 75, or with the Knights of Labor.

Q. While your road remained tied up for this fifteen or twenty or twenty-five days, whichever it was, and while these people were endeavoring to mediate between you and your employés and bring about a settlement between you, you were not so anxious to accommodate the poor public as you were when you asserted that you wanted to run tripper cars? A. I have no objection to your making false statements here; you say it was tied up twenty or twenty-five days, when you know it is not two weeks until to-morrow.

Q. Assuming that it was only six days, when you refused the services of public citizens who waited on you to mediate between you and your employés — ? A. I have not stated any such thing; if you will look at my answer, I said that five gentlemen called at my house, on my invitation, to advise with me as to what was best to do; I received, on Friday afternoon last, a letter which I recognized as being the handwriting of General B. F. Tracy, which contained a letter to him from Mr. H. Liebmann, stating that the tie-up very greatly interfered with their business, and stating that he was willing,

with other merchants, to meet me to see if they could be of any use in bringing about a termination of the tie-up; I responded to Mr. Liebmann that (without making suggestion as to the tie-up) I would be pleased to meet him and other merchants of the city of Brooklyn; and I requested that Mr. Hugh Boyd and Mr. Joseph O'Brien, of Atlantic avenue, should be two, and that he might select the other merchants; I received a letter from Mr. Liebmann on the same evening, saying that he supposed that Mr. Hugh Boyd and Mr. Joseph O'Brien were stockholders in the Atlantic Avenue railroad; he thought it was not advisable to invite any stockholders to the interview, and asked me whether he could seek an interview with the parties on the other side; I told him that, so far as Mr. Hugh Boyd and Mr. Joseph O'Brien were concerned, no member of the firm of Journeay & Burnham, of which Mr. Hugh Boyd is a member, ever was a stockholder of the company, and that Mr. Joseph O'Brien was a stockholder, but that I simply invited him because he was one of the largest dealers on Atlantic avenue; I invited them to appear at my house at 3 o'clock on Friday afternoon; I invited several stockholders of the Atlantic Avenue railroad to come to my house at that time and meet those gentlemen; among those that I invited were Mr. Frost, treasurer of the company; William J. Richardson, secretary of the company; Mr. John G. Jenkins, president of the First National bank; Mr. William A. Read, of the firm of Vermilye & Co., of New York; Mr. Henry Meyer and Gen. B. F. Tracy; the committee — they were in no sense a committe—the gentlemen came in, consisting of Mr. Herman Liebmann, Mr. Berri, Mr. Hugh Boyd and Mr. McCormick, of Fifth avenue and Ninth street; we then went over the matter very fully, and I asked what they would suggest; they said they were willing to do anything that they could, to bring about a compromise; Mr. Liebmann insisted that the world was made up of compromises, and stood on compromises, etc., and the committee, or the gentlemen present, were divided in their views of what they could do or whether they could do anything, and asked me if they should call on the executive board; I told them, "not as representing the Atlantic Avenue Railroad Company," I had nothing to say in limitation of their right to call on anybody, but that I thought the matter could be settled a good deal quicker by their letting it alone; I did not believe they could help it a bit; on Sunday afternoon Mr. Liebmann called, and said he had seen the executive board, or parties representing them, naming as one he had seen a man that was discharged off our road three years ago, and stating that he did not see any member of the executive board at the interview, stating that they were down town to see General Tracy and learn from him what

could be done; Mr. Hugh Boyd called also at my house on Saturday evening to tell me what had occurred down there; Monday morning they came with the addition of Mr. Abraham; Mr. Donovan was present and knows all that occurred; at no time were they expected, or any authority given, to represent the Atlantic Avenue Railroad Company, but were kindly, but plainly told that the Atlantic Avenue Railroad Company had its board of directors for that business, and they could attend to it.

Q. Then you refused the offer of public citizens of the city of Brooklyn to mediate between your company and it employés? A. They made no such offer.

Q. And during that time there were 50,000 people inconvenienced in the city of Brooklyn? A. I don't know, sir.

Q. You testified that you carried forty-five or fifty thousand people a day? A. I said 40,000 to 50,000 a day.

Q. During that time between forty and fifty thousand people were inconvenienced in the city of Brooklyn? A. Very little, sir; the Lord sent them good weather.

Q. They were inconvenienced? A. I don't know whether they were or not.

Q. Do you think they would be inconvenienced by the total tie-up of your road? A. I hope that they would be glad to get it back.

Q. While your road was totally shut up, do you think that they were inconvenienced in any way? A. I think they were.

Q. And during the time they were inconvenienced you refused the mediation of the State Board of Mediation and Arbitration and of public citizens who came to you for that purpose? A. No, I did not; I simply said that we did not need it, and we could get along better without it.

Q. Now, Mr. Richardson, the Court of Appeals have decided that the charter of the elevated railroads that go through that portion of the city is valid; I believe that question was before the Court of Appeals; under the late decision of the Court of Appeals, the elevated railroad will soon be run in that district? A. You are not under oath, but I accept your statement.

Q. I ask you if that is not so? A. You have not asked it before.

Q. Is that not so? A. I don't know, sir.

Q. Haven't you testified here to-day that within ten months an elevated road would run down in that section? A. I have not, sir.

Q. Did you testify anything in relation to an elevated railroad? A. I stated that it is likely to run.

Q. Then within the next ten months an elevated railroad is likely to run in that portion of the city? A. Yes, sir.

Q. And you have stated that that elevated railroad will largely interfere with the patronage of your road? A. I have not so stated.

Q. Do you believe now, Mr. Richardson, that the running of that elevated road will interfere with the income of the Atlantic Avenue system? A. I think it will, sir.

Q. Do you think that it will seriously decrease the income of that road? A. For a while.

Q. Is it not a fact that that had great weight with you in determining the question of whether you wanted to make a contract with your men for a whole year or not? A. It had its effect, as I stated to them.

Q. Is it not a fact that you are not anxious to make any contract with your men at all, in view of the fact that that elevated road would run? A. It is utterly untrue in statement and implication, and I was very anxious to make an agreement with the executive board; I stated in my direct examination that I was very anxious to make it, and had so told the board, and the gentlemen in putting a question in that way throws an implication on my veracity.

Q. It would have been more gentlemanly to have answered it yes or no. A. I don't think it would, sir.

Q. Did you on any occasion state that you were unwilling to make a contract for a year on account of the position of the elevated railroad? A. No. sir; I did not.

Q. You never stated anything of the kind to the executive committee at any time? A. Nothing of the kind; it only referred to trippers.

Q. How does the income of your road compare with the Brooklyn City roads? A. I don't know, sir.

Q. Is it less than the income of the Bushwick Avenue railroad? A. I think it is, sir, but I have no means of telling.

Q. In view of the fact that the proposition of Mr. Best was accepted by the other companies, do you think that that was an unfair proposition? The Brooklyn City road, for instance, substantially accepted the proposition of Mr. Best; do you think it would have been unfair for the Atlantic Avenue Railroad Company to have accepted that proposition? A. I think it has no bearing on the proposition at all.

Q. Do you think what would be unfair for them to accept as an agreement between them and their employés, would be unfair for the Atlantic Avenue Company? A. I don't think it has any bearing on the question.

Q. Did you endeavor to make a combination of the companies in the city of Brooklyn, for the purpose of beating the men this year? A. I did not, sir.

Q. Did you have any conference with the presidents of the various roads for that purpose? A. What purpose?

Q. For the purpose of combining to beat the men? A. No, sir.

Q. Was any such conference held in December last, in the St. George hotel? A. There was not, sir.

Q. Was any conference had between you and the presidents of other roads, for the purpose of forming a union between you? A. There was not, sir.

Q. For the purpose of forming any plan of concerted action of any kind between the companies? A. There was not, sir.

By Commissioner DONOVAN:

Q. After the termination of the conference of Monday, January twenty-first, was there anything occurred between that time and the time of the issuance of the circular dated the twenty-second, that caused the issuance of that circular? A. There was, sir.

Q. What was it? A. An article that was published in the *Brooklyn Citizen* as apparently emanating from the executive board, charging that the Atlantic Avenue Railroad Company was violating the ten-hour law, and that the officers of the company should be punished therefor.

Q. Was it that article which caused you to instruct the foremen of the different stables to inquire of the employés if they desired to confine their services to ten hours a day? A. I saw, sir, that it was technically true that from the first of January, when our agreement of last year ran out and Mr. Coopey had given us notice terminating the agreement, that it might be technically true, and I desired to ascertain from our employés whether they desired to continue the same time and, as stated in my circular, take the same pay; and that was simply to stop the gap, so that there might be no misunderstanding during that time.

Q. You prepared a time-table? A. I instructed that one be prepared — to make a time-table which would enable the men to make the time within ten hours a day, whether they ran five, six or seven; Mr. Doscher made a table which provided that the men should only run six trips unless they desired to run more trips.

Q. And those men who decided to accept it were to be paid less per day? A. I intended to pay them at the rate of seven trips for two

dollars; there was nothing said about it, but I stated very plainly in my circular what I intended.

Q. If the men accepted the reduction of the number of trips to six, it was the intention of the company to pay them at the same rate of wages per trip? A. It was intended to pay them at the rate of seven trips for two dollars, whatever number of trips they made.

Q. In your cross-examination you stated that on Friday evening a member of the Board of Arbitraiton called on you, not as a member of the Board, but as a personal friend? A. I so understood at that time.

Q. Did not the member of the Board who called on you at that time, state that he would confer with the other gentlemen and endeavor to bring about an amicable understanding between the company and the employés? A. Yes, sir; and would see me again; and I think I told him that I would be very glad to do so.

Q. And were you not invited, as president of the Atlantic Avenue Railroad Company, or requested, rather, and the other officers also, to confer with the Board on Saturday afternoon, at 1 o'clock? A. I received, while I was flat on my back in bed, about 11 o'clock that morning, a letter which I hope I have got with me.

Q. That was a blank notice filled out; it read in this way:

"William Richardson, Esq.— You and the other officers of your company are respectfully requested to confer with a member of the State Board of Mediation and Arbitration, at Arcanum Hall, 407 Bridge street, on Saturday, January 26, 1889, at 1 o'clock P. M., with a view to devising means whereby an amicable settlement may be arrived at between your company and its employés?" A. I did receive such a document at my house on that morning.

Q. Did you or your company respond to that notice? A. There was nothing that came to our company until the time you named, and then it was so entirely different from what you told me when you left me the night before, I was exceedingly surprised that you should send such a document to a sick man at his house, instead of sending it to the office of the company.

Commissioner Donovan.— I will state that it was sent to the office of the company; the messenger boy who took it was so instructed.

Q. Previous to 3 o'clock in the afternoon did you not receive a communication from the Board, through the acting secretary of the Board, requesting some officer of the company to appear in conference, he being requested to make any statement that he desired to make; it being within the knowledge of the member of the Board that you

were ill and confined to your house? A. Yes, sir; I received such a communication.

Q. Did you not receive a request from the whole Board of Mediation and Arbitration, requesting you to attend a conference at the supervisors' rooms, on the following Monday afternoon, at 3 o'clock? A. I received it about 1 o'clock, I think, requesting it for 4.

Q. In view of those statements, Mr. Richardson, do you still say that the Board of Arbitration took no means to endeavor to bring about an amicable settlement by mediation? A. I have not so stated; I meant to say that no offer by the Board of Arbitration to arbitrate was made and refused; further, I want to say, that I sent down to our counsel, General Tracy, and requested Mr. Frost to send up a copy of the statute relating to the powers of the Board of Mediation and Arbitration; General Tracy came up with it; he had been in the Cleary case the week before, and this case was new to him, and he spent more time than I desired getting acquainted with it; he then went down to see you, and as I was informed over the telephone, met you as you were coming out of the meeting, and went with you to the hotel St. George; my son, the secretary, was at police headquarters on business, and when he came back I sent word to him and to Mr. Frost, the treasurer of the company, to go down to the hotel; I should have been only too happy to get there myself.

Q. You testified that in the conference with the executive board, and nine of your own employés, you stated that if a strike took place on your road before —? A. I stated if it took place before all means of settlement were exhausted —

Q. That you would not further confer with the executive board of District Assembly 75; did you not, at all conference with me, or other members of the Board, take the same position? A. Other members of what Board?

Q. Other members of the Board of Arbitration; you conferrred with them through counsel; did you not take that same position? A. I did, most emphatically.

Q. Do you believe, then, that the Board of Mediation and Arbitration did exert all its powers to bring about a settlement of this difficulty? A. I believe that the Board were ready at all times, if we were willing to arbitrate, to act as a board of arbitration.

Q. Do you believe that the Board used all the power given to it by law, to bring about a settlement by mediation? A. After the strike took place.

Q. And before the strike took place? A. I don't think that they did anything before; I invited you to attend a conference that occurred

before the strike took place, and you refused, because you were not invited by the other side; I think, if you had attended, you would have thrown such a mellowing influence over them that you would have prevented this whole thing.

CHRISTOPHER RYAN, witness called on behalf of the company, being duly sworn, testified as follows:

By Mr. RICHARDSON:

Q. Mr. Ryan, where do you live? A. Three hundred and thirty-five Seventeenth street.

Q. What is your business? A. Inspector for the Atlantic Avenue Railroad Company.

Q. How long have you been in the employ of the Atlantic Avenue Railroad Company? A. Fifteen years or over.

Q. How long have you been an inspector? A. About a year.

Q. Have you been a member of the order known as the Knights of Labor? A. Yes, sir.

Q. What local assembly? A. Seven thousand two hundred and sixty-nine.

Q. Did you receive from the master workman and secretary of the order last Sunday a communication? A. Yes, sir.

Q. Is that the communication [showing witness a paper]? A. Yes, sir.

The following letter was offered and received in evidence:

LOCAL ASSEMBLY, No. 7269, K. OF L.,
BROOKLYN, N. Y., *February* 3, 1889.

To Mr. CHRISTOPHER RYAN:

DEAR SIR AND BROTHER.— You are hereby officially notified, by order of the executive board of D. A. 75, to leave your station and the employ of the Atlantic Avenue Railroad Company, and report at the headquarters of your local assembly, Moars Hall, Twenty-third street, corner Fifth avenue, within one hour after receiving this notice.

Yours fraternally.

JOSEPH SCHILLING, *R. S.*
WM. WEBER, *M. W.*

Q. What does the M. W. stand for? A. Master workman.

Q. Did you respond to that notice? A. Yes, sir; to a certain extent I did.

Q. I mean did you go to the place of meeting there specified? A. Yes, sir.

Q. What time did you go? A. Sunday afternoon about four o'clock.

Q. Do you know of other employés of the company getting a similar notice? A. Yes, sir.

Q. Where did you go after receiving that notice? A. Twenty-third street and Fifth avenue.

Q. Who did you see there? A. I saw some of the members of the local.

Q. Who? A. I remember one of them, his name is John R. Shea; the other gentlemen I did not know.

Q. Did you receive any instruction there? A. I made inquiries as to why I should be ordered out at this late time of the strike.

Q. This was last Sunday, was it? A. Yes, sir.

Q. What was said to you? A. I was told there that they had nothing to do with it; the order came from the executive board, and I would have to go there to have the matter settled.

Q. What did you do? A. I went to the executive board meeting-room.

Q. And who did you see there? A. The full board; Mr. Coopey, Mr. Best; I don't know, I am kind of doubtful about Mr Byrnes; I don't think Mr. Byrnes was present; Mr. Wilson was present and Mr. Coopey.

Q. Mr. Rellihan was there? A. Mr. Rellihan, yes, sir.

Q. Now, what was said to you there about leaving the Atlantic Avenue Railroad Company? A. Well, I tried to get out of it by saying that it made it very suspicious on my part to be called out at the eleventh hour; it looked as if I was left there for a purpose — to carry stories during the time of the strike — and I thought I ought to be left in; the answer was made by Rellihan, I think it was, that the time had come that all men, remaining in all stations of the company, should be called out; there was a vote taken on it and I was ordered out by a unanimous vote of the board.

Q. What did you then do? A. I left the room shortly after; I thought I owed the Atlantic Avenue Railroad Company some little respect, as I had worked for them some fifteen years, and I reported the matter to you that I was ordered out and you told me to take my choice; you didn't advise me one way or the other; you gave me to understand that if I did go out I should never work for the Atlantic Avenue Railroad Company again.

Q. Was any one there with you at the interview? A. Yes, sir.

Q. Who? A. Arthur Lowery.

Q. What is his position? A. Starter at Greenwood.

Q. Did he have a similar notice? A. He had a similar notice; yes, sir.

Q. Was he with you at the meeting of the executive board? A. Yes, sir.

Q. Was the same vote taken with reference to him? A. I believe it was, sir, as near as I can recollect.

Q. What did I say to you and to him, both, at that time; what was said in respect to the effect of this position of the executive board on what we were obliged to do? A. As near as I can remember, you stated that you would never take any man back who left your employ as a Knight of Labor, as near as I can remember it; that is, a man who deserted you at the last moment you would never take him back again in your employ.

Q. Was anything said at that time about the watchmen and about some of the foremen — about Foreman Rudd and other foremen and some of the watchmen being ordered out at the same time? A. Yes, sir.

Q. Did you tell me that at that time? A. Yes, sir.

Q. That the executive board said that every man had been ordered out, and that this was a fight which must end in the overcoming of the company or the defeat of the Knights of Labor; you told me that, did you? A. I think I did, or Mr. Lowery; I think it was Mr. Lowery.

Q. And did I say to you that that made it necessary for us to take the position that no man should work for the company who was a Knight of Labor? A. Yes, sir.

By Mr. Rellihan:

Q. Are you an American citizen? A. Yes, sir.

Q. You say you received a notice from the master workman and secretary of your local assembly; what was that notice, to what effect? A. The notice was that I was to leave the employ of the Atlantic Avenue Railroad Company and report to my local assembly within one hour.

Q. Are you positive that the letter required you to leave the employ of the Atlantic Avenue Railroad Company? [Chairman of the Board then read the letter.]

Q. Mr. Ryan, are you acquainted with the signatures of the gentlemen whose signatures are purported to be signed to that document? A. No, sir; I am not.

Q. You would not say positively that those signatures are the signatures of the gentlemen whose names are written there? A. No, sir.

Q. Do you know that the master workman and secretary, supposing that their signatures are attached to that, have authority to speak for the executive board of District Assembly 75? A. Well, I don't really know.

Q. You don't know that they have? A. I am not positive that they have.

Q. You don't know that they have authority to speak for the executive board of District Assembly 75? A. No, sir.

Q. You went up to the local assembly; did I understand you that you went up to Local Assembly No. 7,269, and was it in session at the time? A. No, sir; there was no session.

Q. What do you mean by saying the Local Assembly 7,269? A. The hall where they meet.

Q. You take a hall where several associations meet; the mere going to that hall would not make your presence in the Local Assembly 7,269? A. No, it would not.

Q. You merely went to the hall where Local Assembly 7,269 was acustomed to meet? A. Yes, sir.

Q. Some of them you knew and some of them you didn't know? A. Yes, sir.

Q. And then you proceeded from there, you say, to the office of the executive board? A. Yes, sir.

Q. And you stated your reasons for not wishing to leave the company's employ? A. Yes, sir.

Q. And you were ordered out? A. Yes, sir.

Q. You state that positively under oath? A. Yes, sir.

Q. By the unanimous vote of the board? A. Yes, sir.

Q. Did I understand you to say you were not sure whether Mr. Byrnes was present or not? A. Yes; I believe I did make that remark.

Q. You are not sure that he was present? A. I don't remember that he was.

Q. Do you know who comprise the executive board of District Assembly 75? A. It is composed of five members, I believe.

Q. Do you know those members? A. I know them by sight.

Q. Do you know them when you see them? A. Yes, sir.

Q. Do you know their names?. A Yes, sir.

Q. You state that by the unanimous vote of the executive board you were ordered out, but you do not know whether a certain one of them was present or not; is that your testimony? A. Yes, sir.

Q. When you were ordered out, will you state what language was used in ordering you out? A. I was not ordered out by the

executive board; I had already received the order from my local assembly.

Q. I understood your testimony there to say that by the unanimous vote of the executive board you were ordered out, although you had previously said that you did not know whether Mr. Byrnes was present or not; now you state that you were not ordered out by the executive board? A. There was a vote taken whether I should remain at my station or go out; that is what I mean.

Q. When was this vote taken? A. It was taken last Sunday night.

Q. Where was it taken? A. Flatbush avenue and Atlantic avenue.

Q. Who were present? A. You were present, Mr. Best, Mr. Wilson, Mr. Coopey, and, as I said before, I am not positive about Mr. Byrnes.

Q. Who else; was any one else present? A. Mr. Lowery was present; Arthur Lowery.

Q. Now, you say the vote was taken as to whether you should stay in or go out? A. Whether I should remain in my position or go out with the rest of the men.

By Commissioner ROBERTSON:

Q. That is, that you should have your choice whether you stayed in or went out? A. Yes, sir.

By Mr. RELLIHAN:

Q. The executive board of District Assembly 75 could not compel you to either stay in or go out? A. They couldn't compel me, no, sir.

Q. You say the vote was taken as to whether you should stay in or come out? A. Yes, sir.

Q. Were you in at the time? A. I was, I believe.

Q. Where were you when the vote was taken? A. I was in the meeting-room over Malone's Hall, corner of Flatbush and Atlantic avenue.

Q. You were not at that particular moment working for the company, were you? A. I was not working for the company when I was in that room.

Q. You say that the vote was whether you should stay in or come out; now, you admit that the executive board could not either compel you to stay in or come out? A. No, sir.

Q. Then you would not consider yourself bound by any vote that the executive board might take? A. Well, I did to a certain extent.

Q. To what extent? A. Well, I thought I had a right to obey the orders of the executive board.

Q. But as a matter of fact, according to your statement, you didn't? A. No, I didn't.

Q. Then according to your statement you didn't do what you had a right to do, according to your own opinion; you say you got orders, and you thought you had a right to obey the orders of the executive board? A. If I was following the rules of the order, I would have obeyed the orders.

Q. Will you testify, under oath, that you got orders to stay out—not to remain in the employ of the company? A. I didn't get any orders, any more than there was a vote taken that I should go out.

Q. You made some remark here that you didn't consider it well to leave the employ of the company at that stage, didn't you? A. Yes, sir; I did.

Q. Did you ask permission of the members of the executive board who were present to go in or remain in the employ of the Atlantic Avenue Railroad Company? A. I said that it was wrong to ask me to come out; that it put me under the suspicion of the Atlantic Avenue Railroad Company, a man that had access to the office of the company, that it would look as if I was let in to carry stories about the company.

Q. And you wished the executive board to express their willingness for you to stay in? A. Yes, sir.

Q. And to express their entire satisfaction with your staying in? A. Yes, sir; that was it.

Q. And the vote taken by the executive board was that they would not agree or be satisfied with your staying in? A. Yes, sir.

Q. Did they tell you that you could stay in? A. They didn't tell me that I could.

Q. They didn't tell you that you were free to do as you pleased? A. I do not know as I put that question to them.

Q. You knew that you were already? A. Yes, sir.

Q. The time that you reported at this hall, what time was it? A. It might have been about 7 o'clock; somewheres around there.

Q. Was it within your hours of duty? A. Yes, sir.

Q. Then you left your work during the hours of duty and reported at the office of the executive board? A. Yes, sir.

Q. Then didn't you leave the employ of the company? A. I had nothing to do; they were not running any cars.

Q. Are you a member of the Knights of Labor? A. Well, I have been.

Q. Since when have you ceased to be? A. I suppose—I expect that I was expelled for refusing to obey the order.

Q. Have you any positive knowledge that you were expelled? A. I haven't any positive knowledge.

Q. As far as you know you are still a member of the Order of the Knights of Labor? A. Yes, sir.

Q. Did you take any obligations upon entering the order of the Knights of Labor? A. Yes, sir.

Q. Do you consider that you have kept the obligation? A. Yes, sir.

Q. So that there wasn't anything in your obligations to prevent you from acting as you have done? A. What do you mean?

Q. I asked you if you thought you had kept your obligations to the Order of the Knights of Labor and you said you had; I asked you then, according to that, you were not bound by your obligations to the Knights of Labor to do anything contrary to what you have done?

By Mr. Richardson:

Q. Did your oath bind you to desert the Atlantic Avenue Railroad Company; that is what he wants to know. A. No, it did not.

Mr. Richardson then presented the following agreement, which was received in evidence:

This agreement, made by Benjamin S. Douglass, John Gardiner and James F. Scholder, representing the late employés of the Boerum Place and Fifth Avenue, Greenwood lines; and Gustav A. Wieman and Joseph Mankel, representing the late employés of the Seventh and Ninth Avenue, and Fifteenth Street lines; and Wallace Seaman, Philip Blattner and Patrick F. Duggin, representing the late employés of the Bergen Street, Butler Street and Crosstown lines; all being a united committee on behalf of the late employés of the Atlantic Avenue Railroad Company of Brooklyn.

Witnesseth, That the said late employés hereby declare their willingness and desire to reënter the company's employ as individuals, only taking their places as nearly as possible on the line which they were on before the commencement of the "strike."

It is hereby understood and agreed that the men who have been definitely engaged and employed by the said Atlantic Avenue Railroad Company of Brooklyn, shall have precedence over the late said employés, and we hereby pledge ourselves to secure to the said newly engaged and employed men, and to the traveling public who use

the aforesaid several lines of the Atlantic Avenue Railroad Company of Brooklyn, immunity from further assault or insult by the said late employés, or by others in their behalf; and we now declare the said strike to be fully and entirely off.

In witness whereof we have hereunto set our hands and seals this sixth day of February, in the year of our Lord one thousand eight hundred and eighty-nine.

B. S. DOUGLASS. [SEAL.]
JOHN GARDINER. [SEAL.]
JAMES F. SCHOLDER. [SEAL.]
GUSTAV A. WIEMAN. [SEAL.]
JOSEPH MANKEL. [SEAL.]
WALLACE SEAMAN. [SEAL.]
PHILLIP BLATTNER. [SEAL.]
PATRICK F. DUGGAN. [SEAL.]

Attest: W. J. RICHARDSON,
N. H. FROST.

STATE OF NEW YORK,
COUNTY OF KINGS. } ss.:

On this 6th day of February, 1889, before me personally came Benjamin F. Douglass, John Gardiner, James F. Scholder, Gustav A. Wieman, Joseph Mankel, Wallace Seaman, Philip Blattner, to me known and known to me to be the persons mentioned in the foregoing agreement, and they acknowledged to me that they executed the same for the purposes therein mentioned.

W. J. RICHARDSON,
Notary Public.

The investigation was then adjourned to February fifteenth, at 2 o'clock P. M., at which time, Commissioner Donovan met the parties at the same place, for the purpose of receiving the testimony of Mr. Crossman.

Commissioner DONOVAN.— Gentlemen: This session is held in accordance with a resolution passed by the State board, on February 7, 1889, for the purpose of receiving the minutes of the meeting held at the office of the Atlantic Avenue Railroad Company, between the members of the executive board of District Assembly No 75, Knights of Labor, and Mr. Richardson, president of the company, on Saturday, January nineteenth. As you are aware, they were to be brought

before one member, and sworn to. Now, gentlemen, if you desire to cross-examine the stenographer, Mr. Crossman, on the matter, you can do so.

Andrew D. Best.— Do I understand these to be the minutes of the first session?

William Richardson.— They are the minutes of January nineteenth; the stenographer came to the next session expecting to take notes, but became suddenly ill and was compelled to retire, and in consequence there were no stenographic notes taken.

Thomas E. Crossman, being recalled, testified as follows:

August Wilson.— As I understood it, the stenographer's minutes were to be type-written and transcribed, and then sworn to; but I did not know that this session was to be called for the purpose of admitting further evidence.

Commissioner Donovan.— If you desire to question the gentleman as to any portion of these minutes being correct, or being an impartial statement of the proceedings referred to, you can do so.

By Mr. Wilson:

Q. Is this a full and complete report of what took place on the date mentioned? A. Yes, sir.

Q. A full and complete report, with nothing stricken out whatever? A. A full transcription of my notes.

Commissioner Donovan.— Is there any desire to have it read?

Mr. Best.— It is unnecessary.

Mr. Wilson.— It is by the merest accident that we are here to-day, but I want to understand — are these stenographic minutes to be taken as evidence?

Commissioner Donovan.— It was generally understood that the stenographic minutes of that conference should be type-written and that copies would be sent to the Board of Mediation and Arbitration, and to the counsel of the executive board; and that we would meet at a time and place specified, for the purpose of receiving those minutes and having them sworn to; and that both parties would have an opportunity to examine the witness in reference to them.

Mr. Best.— I have no questions to ask.

Mr. Richardson.— Take it and read it yourself and see if you are satisfied that it is a full and complete report of the proceedings.

By Mr. Wilson:

Q. I would like to ask the witness has anything been put in the report that was not in your notes of that days proceedings, or has

anything been added? A. Not a word; I made an impartial transcription of my notes.

Q. Were the reports, as to the condition of the company, taken at the time or since? A. I took them at the time; I will swear that they are correct.

The following minutes of the proceedings of the meeting held January 19, 1889, were then offered and received in evidence:

MEETING BETWEEN THE PRESIDENT OF THE ATLANTIC AVENUE RAILROAD COMPANY OF BROOKLYN AND THE EXECUTIVE BOARD OF DISTRICT ASSEMBLY No. 75, K. OF L., JANUARY 19, 1889.

Mr. Coopey said that the board had nothing else to offer than the proposed agreement submitted; he thought it would be proper to take each section of that and discuss it as they went along.

Mr. RICHARDSON.—I will do just as you see fit; I want you to understand that if there is any question with reference to this matter, I have got here with me our sworn annual reports, as made to the department up to the 30th of September, 1888, as to our receipts and expenditures, in every respect, for the year which closed at that time; we have in addition those of the last three months, so far as they will show light on the subject of increase or decrease of business; I go on the basis of being willing to do anything we can do fairly in the treatment of our men; as regards expenditure and hours of labor, we can show that we cannot afford to incur any increased expenditure over the year past; for the reason that we ran several thousand dollars behind in that year, in the increased expenses and outlays that we then incurred; this is not a question of rhetoric; no question of feeling — whether companies are rich or poor, or anything of that kind, but cold figures; I have gone to work on that basis, and prepared a proposition covering this statement, and following the agreement of last year as nearly as possible; and I am willing to read that to you right through — what I propose, or I am willing to take the matter up in any way that you think best, or to read both and then take up each separately.

Mr. COOPEY.—I do not suppose there will be any objection to the reading of what you propose; if we do not come to a conclusion we can take sections up and discuss them.

The agreement offered by Mr. Richardson was then read.

Mr. RICHARDSON.—You have heard that, as proposed by me, on behalf of the company; what is your desire?

Mr. BEST.—It is our desire to have the other one read.

The agreement offered by the board was then read.

Mr. Coopey.— In reading the first section of your agreement we find you have made quite a change.

Mr. Richardson.— We have simply put, "Provided, however, that employés may be permitted to work any longer time at their own request for additional compensation, with the consent of the company."

Mr. Coopey.— That nullifies the first part.

Mr. Richardson.— Not at all; it simply leaves the men, as free men, to say whether they want to work or not, and for us to say whether we want to have them work, and pay them if they do. It is a matter entirely voluntary with free men. I say, to attempt to limit a man's right to work is the worst and meanest kind of slavery. No man has ever got along to be a wealthy man in middle life, if he did not labor more than ten hours a day. Many a man has worked far into the night for the purpose of supporting his family and saving money. I feel you have no right to say to a man, you shall not work, provided the company needs his services. The section is precisely the same, I think, as we have it in our present agreement.

Mr. Coopey.— In this you say employés may be permitted to work any longer time; in the old one it is any longer period.

Mr. Richardson.— I have no choice; I thought "time" was more exact.

Mr. Byrne.— Do you not think the last clause nullifies the law?

Mr. Richardson.— It does not do it in the slightest degree; the law itself provides that it may be done; that is the very reason you have introduced a bill in Albany to prevent, under penalty of a misdemeanor, us from accepting any more from our employès.

Mr. Byrne.— Don't you think that is a good bill?

Mr. Richardson.— I will be glad to meet you before the committee. I think it is a most infernally undemocratic bill, if I know what democratic principles are; democracy professes to be in favor of the rights of the people. The rights of the people consist, if I understand them, in the right of every man to all the powers which God has given him, mental or physical, and to use them for his own advancement in society to the full extent that he can do so, without infringing on the rights and privileges of any other human being.

Mr. Byrne.— Do you think, Mr. Richardson, that the law, if enacted as at present introduced, would be constitutional?

Mr. Richardson.— I have no opinion upon that subject, because I am not a lawyer. That I am willing to leave to the courts; the constitutionality of a bill. Now, you ask me, I will say, I do not think it can be constitutional under the American form of government, to say

to any man practically, that he shall not have the right to work; that is what it says, for while you do not limit the right of a man to work, you make it a misdemeanor to accept it from him.

Mr. BEST.— The law is in favor of the greatest good for the greatest number of people; in this case, it would be in favor of a large number of people as against a few directors and railroad presidents, etc. The car drivers and conductors will derive the benefit.

Mr. RICHARDSON.— It may be, but we can not afford to pay as much for what a man does in ten hours, as for what it would take him twelve hours to do.

Mr. BEST.— Increase the fare.

Mr. RICHARDSON.— If you were to say that no man should work more than ten hours, he could not possibly run more than six trips. That being the case, it increases our expenses one-seventh, and without any increase of income how is it possible for us to pay it out. We are willing, as I said before, to show you our books, and allow you to examine our different accounts, some thirty or forty in number, wages of conductors and drivers, hostlers, changers, tow-boys, watchmen, etc., monthly wages of foremen; feed, hay, straw, horseshoeing; repairing tracks and cars, harness and stable equipment. Then the expenses of the office; salaries of officers, and many other expenses. Then comes taxes, interest on funded debt, interests on loans, rent paid for track and real estate. None of these expenses include anything in the way of increase of property. Some men might say, you have built a new road and put up new buildings, and all that sort of thing. Do not deceive yourselves in that way. These expenses do not include one cent for anything of that kind. They include simply what fairly belongs to the operation of the road, and keeping things running and in repair.

Mr. WILSON.— I do not think we will make much headway at this rate. We are here representing your employes as an organization. They do not wish to be permitted to work more than that time, and we want to make an agreement for the length of time they desire to work each day for the year to come.

Mr. RICHARDSON.— That is, of course, a question for my judgment, representing the company and representing the employés. I am not willing to make an agreement that shall prevent the employés, if they desire to work longer, with our consent; or if we desire them to work longer with their consent, to say peremptorily, that they shall not have the chance to do it.

Mr. WILSON.— That expresses their desires; whatever agreement we make expresses their desires.

Mr. Richardson.— At the same time it is fair to say that you do not represent the whole of our employés. You represent all those that have deputed you to come here; but the agreement is to be made between the company and all of its employés; it must be made fair to all.

Mr. Wilson.— Only such of your employés as you are willing to recognize us representatives of; not those we do not represent.

Mr. Best.— I ask what this really means; what the company desires to get at?

Mr. Richardson.— It means just what it meant for the last year; nothing more or less; what has it meant the last year?

Mr. Best.— I don't know; it was never clearly understood.

Mr. Richardson.— It has not hurt anybody.

Mr. Best.— We would like to know what it means.

Mr. Richardson.— It means exactly what it says. I do not know of words in the English language that could be more easily understood. "That all employés may be permitted to work any longer time at their own request for additional compensation, with the consent of the company."

Mr. Best.— In the first place, if the employés request to run trips there is no power in this organization to stop it, that we know of; so that there is no need for legislating for such a contingency as that.

Mr. Richardson.— Nor for the act.

Mr. Best.— The act says that extra labor may be permitted in case of accident or unavoidable delay; that is my understanding of it.

Mr. Richardson.— I have intended to follow the letter and the spirit of the act under which we are now acting; when we get Mr. Byrne's amendment, we shall have to conform ourselves to it.

Mr. Byrne.— Don't you think it is a good amendment, leaving all jokes aside?

Mr. Richardson.— I think it is the most outrageous thing ever offered on the laboring man. I also think it is an outrage to make an application of law simply to one branch of industry; if it is a good thing in one branch, it ought to be in another; if not, why not?

Mr. Byrne.— There is an amendment to make it apply to all cities of over 75,000.

Mr. Richardson.— I tell you what I am willing to do. I am willing to take that contract (the one for 1888) just as it stands, and which would have been now in force, except for a notice written by one member of the executive board and signed by another, and which has not been in force since 3 o'clock, A. M., of New Year's day — I am willing to renew that contract in its entirety, and save all trouble of

going over this thing. If you could live under it, and work under it, and be treated decently under it last year, you certainly can in the year to come; and if we do not mean, any of us, to take any advantage of the other, I am willing to do that.

Mr. COOPEY.—You say you are willing to renew the old agreement in its entirety; in that agreement it says: "A reasonable number of trippers may be run as at present on regular tables." The men are not willing to accept that, under any consideration.

Mr. RICHARDSON.—All right, sir; the men have the right to say they won't, but I have made the offer. We are not willing to make any increase of expenses over last year; we can not do it; we have not got the means. If you say, "What we can not fairly get we will choke out of you by twisting your necktie and choking you till your eyes bulge out," I say let her bulge, for we can not do anything more in the way of expenses than we incurred last year. I am willing to do anything in the way of modification that will not add to the expense. Just let me show you the way things are going, even now. Here are our pay-rolls and receipts for the last two weeks, which includes a part of December. We are paying out about fifty-five per cent of our receipts on weekly pay-rolls. You know that kind of thing can not be increased. You know it because you are practical men.

Jan. 5.	Atlantic Avenue, receipts	$10,409 68
5.	Atlantic Avenue, wages, not including foremen	5,051 73
12.	Atlantic Avenue, receipts	9,250 46
12.	Atlantic Avenue, wages	5,239 41
5.	Prospect Park Division, receipts	2,316 44
5.	Prospect Park Division, wages	1,334 85
12.	Prospect Park Division, receipts	1,960 38
12.	Prospect Park Division, wages	1,328 24
5.	South Brooklyn Central, receipts	1,736 75
5.	South Brooklyn Central, wages	882 75
12.	South Brooklyn Central, receipts	1,546 10
12.	South Brooklyn Central, wages	838 78

Mr. RICHARDSON.—That is a perfectly convincing statement to every man to show that we are at the extreme point of what we can do. I will tell you, in addition, that the receipts of the Bergen Street line, (South Brooklyn Central) were $900 a month less for November and December than they were for November and December of the year before, showing how the elevated road has cut into us. This also affects our Crosstown line, which runs in connection with the Bergen Street line; and also our Butler Street line. The conductors on these

roads know all about it, for some of them have told me how many of their regular customers they have missed. Then we have the decision in favor of the charter of the Union Elevated railroad, which permits them to build on Fifth avenue, and there will be a loss on the Fifth Avenue lines. I want you to treat this matter confidentially. I feel that the employés of this company should have its interests at heart. It is fair to suppose that our receipts on the Fifth Avenue lines will be affected $250 a day. When we talk about increased expenditures, it brings these matters before me in a most startling shape.

Mr. Coopey.—In regard to the last part of the section, in quoting the law, "through accident or unavoidable delay, extra work may be permitted for extra compensation, at their own request." No man wants to request it.

Mr. Richardson.—I am perfectly willing that any man in the employ of this company shall work eight hours a day, if he chooses, or nine, or ten, or whatever number of trips he can do within that time; but we can not pay him the same for six trips that we have hitherto paid him for seven, and there is the plain language of it.

Mr. Byrne.—What is the running time on Fifth avenue?

Mr. Doscher (foreman Fifth Avenue depot).—Forty-two minutes down, forty-five up.

Mr. Byrne.—How many trips?

Mr. Doscher.—Seven; some get through ten minutes inside the time; all get through inside of twelve hours; half-hour for dinner, and the early cars, out before 6, twenty minutes for breakfast, some half-hour; also same for supper, for car out in the evening.

Mr. Richardson.—Let me say that letter-carriers who do not report at the post-office at a quarter past 6 in the morning, with their breakfast inside of them, can not go to work. It can not be any harder for a conductor to do the same. I also see some talk going on about compelling us to run slower. Surely if we run slower we can not do as many trips, and if we do not make as many trips there is not as much money, and we can not pay out what we do not get in. I had supposed that complaint came from the elevated railroad people, who wanted to make us run slower. I should have believed it, if I had not seen certain names mentioned in connection with it. I am willing to believe that the people who got the idea that running slower would help the employés might be slightly elevated. I hold that the employés' interests are just along-side of the officers and stockholders; if not, there is something radically wrong. I have no question that this company would save $10,000 a year, at least, in its horses, if we ran at five miles an hour; my own impression is that we would save nearly $20,000 on our horses;

but it would tend to make us more and more unpopular, even, than we are now, when people say we do not take them along rapidly enough at the present.

Mr. BYRNE.— Are you aware that some lines are running at ten miles an hour?

Mr. RICHARDSON.— I am not aware of it; I do not think it is true; but if their horses can stand it, I think it would be a mighty good policy in competition with elevated roads.

Mr. COOPEY.— You say ten hours inside of twelve?

Mr. RICHARDSON.— Do I understand you to take the position that the offer to renew the agreement is not satisfactory?

Mr. COOPEY.— No, sir. How much do your cars run over the ten hours?

Mr. RICHARDSON.— To do the seven trips on the Fifth and Seventh Avenue lines it takes nearly twelve hours, as has been said to you.

Mr. COOPEY.— Outside of the time for meals and time on the stand?

Mr. RICHARDSON.— To run to the ferry and return to the depot, without changing the horses, and the conductor and driver getting ready to start back, the time amounts to ten hours and nine minutes.

Mr. COOPEY.— You say that you are willing to agree to the section in the first part; and still you are nine minutes over the time?

Mr. RICHARDSON.— I am perfectly willing that any man who does not want to work over nine hours, or eight hours, should have the option; but we are not willing to pay for what he does in eight or nine hours, the same as when he works twelve hours.

Mr. BEST.— How much would you be willing to pay them?

Mr. RICHARDSON.— The same rate as at present.

Mr. BEST.— Are you willing to pay them two dollars for a day's work of ten hours inside of twelve?

Mr. RICHARDSON.— I am willing to pay them on Fifth, Seventh and Ninth Avenue lines, seven trips to ferry or eight trips to bridge, two dollars; and on the other roads, the same as specified in this agreement.

Mr. COOPEY.—You have not any schedule day's pay rate?

Mr. RICHARDSON.— We pay the hostlers, stablemen, changers and others by the day. We have not at any time paid conductors and drivers by the day; always been by the trip. Mr. Doscher, how long have you been with this company?

Mr. DOSCHER.— Eighteen years.

Mr. RICHARDSON.— Have we ever paid any other way than by the trip?

Mr. DOSCHER.— No, sir; always by the trip.

Mr. BYRNE.— Are you willing to waive that section?

Mr. Richardson.— No, sir.

Mr. Rellihan.— Put it in the words of the ten-hour law.

Mr. Richardson.— I will put it in the words of last year if you like that better. The section recognizes the freedom of the men and the company to act together for their mutual interest. The men know that there has not been any attempt to take advantage of them. If any injustice has been worked to any man under that section as it now stands, I would like to know it.

Mr. Coopey.— Our second section is that conductors and drivers going to work before 7 shall have not less than twenty minutes for breakfast and thirty minutes for dinner; and those going to work before 11 shall have not less than thirty minutes for dinner and twenty minutes for supper, unless their work is ended before 7 o'clock P. M.

Mr. Richardson.— I can not make it any different. A man that has a run that goes out at 6 o'clock and after, who is not willing to get his breakfast before that, had better be at some business that does not call him up so early. I do not believe there is a man, whose work begins between 6 and 7, who would not rather have his breakfast before commencing work, so as to go right on.

Third section read.

Mr. Byrne.— Some boys can eat as much as a man, and you only give them a half hour.

Mr. Richardson.— I do not put a tow-boy on a gang of horses.

Mr. Byrne.— If an accident occurred, or anything of that kind and no extra stablemen around?

Mr. Richardson.— How many times has that occurred; a hostler absent, and had to put a tow-boy on in his place?

Mr. Doscher.— In fifteen years, not once.

Mr. Purvis (foreman Crosstown depot).— Never with me.

Mr. Murray (foreman Prospect Park division).— Always plenty of men to take their places.

Mr. Richardson.— If you come to that, extra drivers are only too glad to come in and be allowed to earn one dollar and seventy-five cents a day as stablemen, when they can not earn the two dollars as driver.

Mr. Coopey.— Our third section is "Not less than three-quarters of the entire number of cars run on any line shall be straight, full-day cars, and not more than one-quarter of the entire number of cars shall be trippers; the work on trippers to be performed within twelve consecutive hours, and no tripper shall pay less than one dollar and fifty cents a day.

Mr. RICHARDSON.—I can not consent to such an alteration to apply to the seven roads. The men know it would be suicidal. We might be able to make such an agreement if we had only one road. We have treated the men fairly under the present agreement and propose to do it; but we will not agree to limit ourselves that there shall be but one-quarter of the number of cars trippers. It can not be done, and give the people the accommodation they need. I will say this, and want it distinctly understood, I can not agree, in view of what is coming on us on the Fifth Avenue line, to limit what we may need to do for the accommodation of the people in competition with that elevated railroad. It may be that we can save ourselves by taking off cars by the wholesale; but I do not believe, as I look at it in advance, in that policy. I believe in the policy of the surface roads giving all the accommodation they can to keep people from riding on the roads in competition with them, but it may be that the other way is the best. I know what the effect has been on surface roads in competition with the elevated roads. they have suffered terribly. I know one company that has lost in its receipts, not only in relative profits, eight thousand to eleven thousand dollars a month since July last. They have almost taken off whole lines of cars. I do not want to do it if I can help it. I do not want to make a contract with my eyes open that may compel us to do it; and I know it is not for the interest of the men that we should be made to do what will simply limit us in making proper accommodation to compete with the opposition. It is the interest of surface railroad men to give the best accommodation they can afford in competition with an elevated road. I am not willing to make that section any different from last year.

Mr. BYRNE.—We will make the same contract with you that we have with the De Kalb Avenue road; the same agreement that we did with the Broadway Railroad Company.

Mr. RICHARDSON.—You would not think much of me if I agreed to do that without knowing what it is.

Mr. BYRNE.—I guess you know the most material sections of the Broadway agreement, in relation to hours and wages and proportion of days' work and trippers.

Mr. RICHARDSON.—I say that I can not agree to the same fixing on all our lines that the Broadway can; or the De Kalb Avenue which is a single line. We have seven or eight lines. Several of our lines are not paying expenses. We must arrange the cars on those roads to the best advantage, and can not agree to any limitation more than we have had. We can not possibly get along without some elasticity of that

nature. The men suffer no injustice, and there has always been a desire to treat them as fairly as we could.

Mr. Wilson.—They have claimed this year an injustice done. In the agreement it is stated "a reasonable number of trippers;" I do not suppose there is any road that has more than one-half trippers. There is no system that has the same number of trippers as the Atlantic Avenue.

Mr. Richardson.—Mr. Doscher, how many full-day cars?

Mr. Doscher.—Twenty-six.

Mr. Richardson.—How many trippers?

Mr. Doscher.—Very near that number.

Mr. Richardson.—We have not run any more than we needed; we have run them at all the expense we could incur for it. You take the lines of the Brooklyn City which run down Fulton street, through the shopping district, and they need almost as many cars in the middle of the day as in the morning; and you take our South Ferry Fifth Avenue line, and there is a complete stagnation of business after the time for lighting up in the evening; stores all closed.

Mr. Wilson.—You have no proposition to offer in place of it?

Mr. Richardson.—I have not; it is the same as it stood last year.

The fifth section read.

Sixth section read.

Mr. Byrne.—The watchman have asked two dollars a night.

Mr. Richardson.—It is the highest we have paid; it was fixed at the time of the general fixing of wages.

Mr. Byrne.—Instead of reducing the wages of the driver of the snow-plow or sweeper, you should increase the pay of the first assistant and make them both the same.

Mr. Richardson.—We can not do it; we will equalize the pay.

Mr. Best.—The poorest railroad corporation is paying three dollars a day to the driver and the first assistant.

Mr. Richardson.—It is not compulsory to go on the snow-plow or sweeper.

At this point the reporters were admitted.

Mr. Richardson.—It has been decided that I should ask you to come here and make what statement I could; and if I said anything wrong to you, it would be corrected by the executive board, who are present. Thus far we have not got through with our agreement, and just how long it may take, it is impossible for me to say; but I will appoint to see you at my house, 125 South Oxford street, at 8 o'clock this evening, and will then give you any facts, as they may exist at that time.

Mr. BYRNE.—In regard to the tow-boys, they do not want that old system.

Mr. RICHARDSON.—It is a most essential thing for the company. We never had a year with such good behavior on the part of the tow-boys and so few accidents as we have had this last year; and the result has been that some of the boys at the end of the last six months had nearly thirty dollars coming to them. I think we paid $1,270.80 the day before Christmas to the tow-boys. We pay them on the first of June and the twenty-fourth of December. We never had, as I say, such steady behavior on the part of the boys. I have not had a complaint from the executive board that a boy was discharged who ought not to have been; and the result has been that an extra amount of nearly an hundred dollars was distributed. The company makes nothing by discharging the boys. A year or two ago we had to pay a man $2,500 for being run down by a tow-boy at the crossing at Hoyt street at night. The result has been that we have a better lot of boys; and we are paying more than these boys can get at anything else. These boys are qualifying themselves for drivers; very few of them have any other ambition. When they reach twenty-one, if they show themselves capable, we take them and put them on as drivers.

Sections 7, 8 and 9 of the agreement submitted by the board were read.

Mr. RICHARDSON.—In regard to section 9, I am willing to pledge my honor to treat them as fairly in the future as I have in the past; but I can not agree that everything shall be laid aside to see an employé when he comes. I often send word that a man is discharged; and then it is a matter of his choice whether he comes to see me or not.

Mr. BYRNE.—The idea is that you have men suspended, and in a number of instances men ordered to come here, and they come here for three or four days. It would take them that length of time before they would see the secretary or yourself; perhaps the secretary would refer them to the president, and the president being busy would put them off until such time as it was convenient. All this time was lost to them.

Mr. RICHARDSON.—In some cases, on Thursday and Friday of last week, for instance, on the second trial of the case of a boy who was hurt by a car on the Vanderbilt Avenue line—in which the first jury gave a verdict of $14,000—I did not get through till 6 o'clock. If an employé should come down at such a time, and supposing the secretary was off on some other business, what could be done except for the man to wait until he could see one of us? I could not neglect that business to see him; and there are times when men can not be seen

immediately. I think that you all know, from the manner in which I have seen your committees, and listened to everything that was said, and where a man has sent in his statement in writing I have attended to it as soon as I came to the office. I have done everything in my power to see you at once.

Section 9 of the railroad agreement read. Also sections 10 and 11.

Mr. Best.—Would there be any objection to adding five more horses to the gang, or make it six, adding three teams, and have the stablemen not asked to do any work outside of taking care of the gang of horses?

Mr. Richardson.—I have not given it any consideration; I should need to think it over.

Section 12 read and agreed to.

Sections 13 and 14 read.

Section 15 read.

Mr. Richardson.—I understand that such a course is taken as to disincline me from promoting to a higher position than conductor or driver, if he belongs to the Knights of Labor. When I have had an opportunity to put a man on as inspector, or as foreman, or as starter, or as transfer agent, I have looked exclusively to the question of who was the best man to be put in that position from amongst our employés. I have put on two inspectors whom I supposed were members of your order; I have done so with foremen, and transfer agents and starters. I have learned with intense disgust that the fact that I have put men in positions of advancement has been considered cause of suspicion against them; if this is the way my treatment of the order is to be met, you simply compel for the future to look out that no appointments of this kind shall be made of men who are members of the order.

Mr. Best.—I do not know that the order will have any objection to that; at least as far as I go. There will be no incentive then for the employés to try to get "solid" with the president or secretary; no incentive to carry news; there will be no positions open to them.

Mr. Richardson.—Whatever information I have got, has not been got from any employé of this company; I mean any who are in the position of foremen, inspectors, starters, transfer agents, or anything else.

Sections 16, 17, 18 and 19 read.

Mr. Richardson.—Section 19 applies almost exclusively to the Fifth Avenue line. If the men at that depot, who are otherwise unemployed, are not satisfied to run these ball ground trips, they would let us hear from them.

Section 20 read.

Mr. RICHARDSON.— These trips are intended to be run whenever the riding is such that it needs extra cars to give the people accommodation.

Mr. BEST.— Would they be required every day?

Mr. RICHARDSON.— I should think not.

Mr. BYRNE.— Why can not you make it proportion of runs?

Mr. RICHARDSON.— It is a question of crowd; whether we have competition with elevated roads; the great majority of people, as you know, ride only twice a day.

Mr. BEST.— No elevated road comes in competition.

Mr. RICHARDSON.— Tuesday last, the Court of Appeals decided that the elevated road could be built on Fifth avenue. There is no reason why they should not have it in running order by the early part of the summer.

Mr. BEST.— Are we to understand that these questions have been left open — those you have refused to accede to; that is your final answer?

Mr. RICHARDSON.— You are the men that have refused to accede to them.

Mr. RELLIHAN.— Refused to accede to striking them out.

Mr. RICHARDSON.— Some amendments have been proposed; you said pass it over. I have offered to renew the agreement of last year; that you declined. Now, what is it that you do propose?

Mr. BEST.— What we propose is, that you come to an agreement for this year.

Mr. RICHARDSON.— The one that Mr. Coopey has in his hands?

Mr. BEST.— Yes, sir.

Mr. RICHARDSON.— As a whole, I decline to accede to it. I made and proposed a new form of agreement, or am willing to agree to that of last year. One great and vital reason for not acceding to your agreement is that what you propose would add greatly to the expenditure of the company without any corresponding advantage of any kind.

Mr. BEST.— Are we to understand that the proposition which you have submitted to-day is your final answer to the matter?

Mr. RICHARDSON.— I have said nothing of that kind, sir. I suppose that men, as reasonable men, all have their points of difference. I decline to accede in its entirety to what you have proposed.

Mr. BEST.— The question I am trying to get at is, whether the proposition which you submitted to-day, type-written copy, is that exactly what you propose to do for the coming year?

Mr. RICHARDSON.— That is exactly what I have proposed to do, and have proposed it to you.

Mr. BEST.— And you won't do anything else?

Mr. Richardson.—I have said nothing of that kind, and you have no right to.

Mr. Rellihan.—Those points upon which we do not agree are open to further discussion?

Mr. Richardson.—Yes, sir. Mr. Best seems anxious to have me say that I will do that and nothing else. I do not propose to say such a thing. I will not agree to anything that shall increase the ratio of expenditures of this company for 1889 over 1888. Do not let us make any mistake about that. For the sake of peace and harmony and good will, I have offered to continue the agreement of 1888 in its entirety for 1889. You have declined it on the part of the men. Now, I have shown you my anxiety for peace and harmony by my proposition. I have never doubted that we should come to an agreement, because I have so much confidence in the good sense of the employés. I do not believe that they would undertake to do by force what we have shown them, and still offer to show them fully, we can not do, because the money coming in does not allow us to do it. It is what they know themselves; they know what the cars are producing; they know there is no humbug about it.

Adjourned till Monday afternoon at 4 o'clock.

The investigation was then closed.

SECOND ANNUAL REPORT

OF THE

BOARD

OF

MEDIATION AND ARBITRATION

OF THE

STATE OF NEW YORK.

COMMISSIONERS:
WILLIAM PURCELL, | GILBERT ROBERTSON, JR.,
FLORENCE F. DONOVAN.

TRANSMITTED TO THE LEGISLATURE FEBRUARY 20, 1889.

ALBANY:
THE TROY PRESS COMPANY, PRINTERS.
1889.

STATE OF NEW YORK.

No. 64.

IN ASSEMBLY,

FEBRUARY 20, 1889.

SECOND ANNUAL REPORT

OF THE

BOARD OF MEDIATION AND ARBITRATION.

OFFICE OF THE BOARD OF MEDIATION AND ARBITRATION,
ALBANY, *February* 20, 1889.

To the Speaker of the Assembly:

SIR.—The Board of Mediation and Arbitration, according to the provisions of chapter 63 of the Laws of 1887, transmits herewith to the Legislature its second annual report.

CHARLES J. MADDEN,
Secretary.

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REPORT.

OFFICE OF THE
BOARD OF MEDIATION AND ARBITRATION,
January 16, 1889.

To the Legislature of the State of New York:

Pursuant to requirement of law, the State Board of Mediation and Arbitration presents its second annual report to your honorable body.

The number of strikes and lock-outs of serious consequence to the industries of the State have been fewer in 1888 than in any one of the immediately preceding years. In many cases where disturbance of the relations between employer and employé was threatened, and brought to the attention of the Board, amicable settlements were reached through mediation. In others, where strikes or lock-outs occurred, adjustments were made by arbitration. And in others, where no reconciliation could be effected, and their importance seemed to call for inquiry, investigations were made and testimony taken, which will be found appended, and to which the attention of the Legislature is directed.

Following is a brief statement of the action of the Board in some of the most important cases:

On the second of November, 1887, at 7 o'clock P. M., the compositors employed in the newspaper and job printing offices of the city of Rochester went on strike because the Employing Printer's Association had declined to adopt the scale of wages proposed by Typographical Union No. 15 and Typographical Assembly No. 1735, Knights of Labor. The fact of the strike did not come to the knowledge of the chairman of the Board until the morning of the third of November, when he requested the other members of the Board to come to Rochester immediately and endeavor to effect a settlement of the difficulty. On the fourth of November the Board met in that city and used every

available means to bring about an amicable adjustment of the controversy. The employés offered to submit all questions in dispute to this Board, to the two members aside from the chairman, or to the chairman alone; and further offered to meet representatives of the Employing Printer's Association and confer with them, for the purpose of agreeing upon a scale of wages. The employing printers declined each of these propositions, and refused to deviate from the terms of their original offer, which was a renewal of the agreement of the previous year. As the causes of the controversy were quite apparent, further inquiry was deemed unnecessary.

In the fall of 1887, at the close of the shoemaking season, a disagreement arose between the shoe-cutters of the city of Rochester and their employers, in reference to wages, employment of apprentices, etc. The shoe factories of that city, with one or two exceptions, were closed, and about 2,800 hands were thrown out of employment. The Board held two sessions in the city of Rochester, and endeavored to effect an amicable settlement of the difficulty. The employers not only refused to submit the question in dispute to a board of arbitration, but they refused to hold any conference with the representatives of the organizations of which their employés were members. Therefore, all efforts to effect a settlement were unavailing.

In December, 1887, a difficulty occurred between the Troy Steel and Iron Co. and its employés, arising out of a reduction of wages. The employés offered to submit all questions in dispute to arbitration, but this offer was declined by the company, who stated that the proposed reduction was an absolute necessity and must be insisted upon. Both parties, however, willingly accepted the services of the Board as mediators, and for several weeks negotiations were conducted through the Board which finally resulted in an amicable adjustment of the controversy. The labor of about 2,000 men was involved in this difficulty.

In January, 1888, the attention of the Board was called to a difficulty between a firm of shoe manufacturers of Port Jervis and their employés, which commenced early in the year 1887. The Board suggested that representatives of the firm meet a committee of the employés for the purpose of devising means

of settlement; and that each party give their representatives full authority to settle the difficulty. This suggestion was afterwards adopted, and on the eleventh of February, a conference was held, at which the Board was represented. By this means a settlement was effected, and the firm and its employés entered into an agreement for the ensuing year.

On the twenty-third of February a communication was received requesting the services of the Board in the adjustment of a difficulty between the proprietor of a cooperage in the city of Ogdensburg and his employés. A member of the Board visited Ogdensburg on the twenty-ninth of February and endeavored, by mediation, to effect a settlement, but without success. He then requested the parties to consider the advisability of settling the difficulty by arbitration; and on the first of March they entered into an agreement whereby all questions in dispute were submitted to this Board for investigation and settlement. Subsequently the Board met in the city of Ogdensburg and spent two days taking the testimony of witnesses. The investigation developed facts of which the parties were theretofore ignorant; and at the suggestion of the Board the parties and their counsel met and agreed upon an amicable settlement of the differences.

In the latter part of March the master builders of Newburgh notified the bricklayers and masons in their employ that on and after the first of April following their wages would be reduced from three dollars and fifty cents to three dollars per day. Union No. 5 of the Bricklayers' and Masons' International Union, of which organization the employés were members, resolved not to submit to the proposed reduction, and a strike ensued on the second of April. The laborers, who had been receiving two dollars per day, also quit work because their demand for two dollars and twenty-five cents per day was not granted. A member of the Board visited Newburgh and conferred with representatives of the master builders' association and representatives of the two organizations of employés. He advised them to appoint committees with power to settle the difficulty, and in case such committees failed to agree, he recommended that they select some citizen of Newburgh in whom they had confidence, submit all disputed questions to him and

abide by his decision. Such committees were appointed, and they held a private conference; after which they reported that they had been unable to agree upon terms of settlement, and that they had decided to refer all questions in dispute to the member of the Board there present, and abide by his decision. An agreement to that effect was executed by the representatives of the respective parties to the controversy, and after hearing their statements of the facts in the case, the arbitrator rendered his decision, which was acceptable to all parties, and work was resumed on the twelfth of April.

On the thirteenth of April the employés in the Numida Glazed Kid Works, of Brooklyn, struck because their employers refused to grant a scale of wages presented by them on the twelfth of April.

The Board was immediately informed of the difficulty, and on the fourteenth a member of the Board called upon the superintendent of the works and brought about a conference between him and a committee of the Leather Workers' Assembly of the Knights of Labor, which was followed by other conferences, and finally resulted in an agreement under which work was resumed on the seventeenth of April.

On the morning of the twenty-second of May the conductors, drivers and barnmen in the employ of the Rochester City & Brighton Railroad Company struck because the company had not acceded to demands or requests which they had presented several weeks prior to that date, and which had for some time been a subject of discussion between the company and a committee representing its employés. Two of the members of the Board were in the city of Rochester at that time, and in the forenoon of the twenty-second of May they met several of the directors of the railroad company and their counsel, and arranged for a joint conference between them and the representatives of the employés, which was held in the afternoon of that day. The directors of the company claimed that the conferences which had been held between them and committees of the employés' organizations had been conducted in a very friendly spirit; that the company had made many concessions, and that while the negotiations were pending the employés struck without notice to the company. The representatives of the employés stated, in reply, that they

had waited so long for a favorable answer to their requests that they considered it necessary to take decisive action. The first conference resulted in a disagreement; but on the next day further conferences were held, at which terms of settlement were agreed upon, and on the twenty-third of May, at six o'clock, P. M., the employés returned to work.

On the thirty-first of July a driver and a conductor in the employ of the Brooklyn Crosstown Railroad Company, were punished because their car had arrived at the Erie Basin terminus of the line four minutes ahead of time, the former being discharged and the latter suspended for four days. These men reported the fact to the local assembly of which they were members, and complained that the starter at the Erie Basin terminus had punished them because of personal hostility to them. The local assembly demanded their reinstatement and the discharge of the starter. The superintendent of the company refused to comply with these demands, and on the fifth of August, at 5 o'clock A. M., the road was tied-up by a strike of the conductors, drivers, stablemen, etc., in number about four hundred. The resident member of the Board placed himself in communication with the parties as soon as he learned of the difficulty, and after repeated interviews with them, he succeeded in bring about a conference on the sixth of August. At this conference it was agreed that the driver in question should be reinstated after one week's suspension without pay, and that the charges against the starter should be withdrawn. The running of cars was resumed on the seventh of August.

One of the principal cases of the year was that of a lock-out of brewery employés in the metropolitan district. This disturbance had its origin in a distant section of the country, Milwaukee, Wisconsin. In December, 1887, the employing maltsters of Milwaukee declined to enter into a contract with the working maltsters for their labor for the ensuing year, and were boycotted by the National Journeymen Brewers' Union, with a view to coercing them into the desired agreement. To the same end the working brewers of Milwaukee refused to handle the malt produced by the boycotted employing maltsters, and were locked out by the employing brewers, who in their turn were boycotted in

their productions by the Journeymen Brewers' National Union. Then followed a demand upon the employing brewers of New York and vicinity by the working brewers in their service, that they enter into a contract for labor for the year soon to commence, following the expiration of an existing agreement, which proposed contract contained a stipulation that the malt of the boycotted Milwaukee employing maltsters should not be used in their breweries, with other conditions not acceptable to the employing brewers. The latter declined to enter into such contract, and their productions were boycotted by the Journeymen Brewers' National Union and other labor organizations in affiliation with it in NewYork and Brooklyn. In all this proceeding there was here no question of wages, hours of labor, or any other of the usual causes of disturbance, involved. It was a case, pure and simple, of an attempt by the working brewers to control and direct the employing brewers of New York and vicinity against the purchase and use of a particular manufacture of malt in their business, which, for the reasons stated, was obnoxious to the working brewers and others in association with them. The board used its best efforts to bring about a settlement, but in vain. No adjustment was possible. And following the lock-out the employing brewers claimed that they found all the workmen they desired, upon their own terms, and that the business continued without interruption or embarrassment. In this case the employing brewers claimed that the boycott against them was an unlawful conspiracy, while the working brewers insisted that it was a lawful expedient.

In view of the comparatively small number of men employed on the one hand, and of the comparatively great interests of the people interested on the other hand, no other industry of the State has been so much disturbed during the past year, is so much disturbed at this writing, or is liable to such periodic disturbance, as that of street railway transit. Strikes, followed by tie-ups of several days duration, and more or less violence, but settled through mediation of the Board, have occurred during the year in Brooklyn and Rochester, and are to-day threatened in Brooklyn and New York. The experience of the year has more than ever convinced the Board of both the justice and necessity of exercise

by the State of its undoubted power of regulation by law of the relations of railroad corporations and their employés in this branch of what is clearly a public service, in the interest of all concerned — corporations, employés, and public. The considerations suggested in the report for 1887 have been increased in force by what has transpired since, and are here repeated. After referring to the disturbances of the year the report of 1887 continues:

"These circumstances suggest the question whether provision of law may not be properly made to prevent or punish arbitrary and abrupt interruption of travel and transportation of freight, to the great inconvenience of the public, and danger to human life and material values, upon lines for the transportation of person and property, whether by the corporate powers owning and operating them, or by the persons in service upon them. A railroad corporation serving the public is a different body from an individual, a firm, or even a corporation engaged in private pursuit or ordinary industrial enterprise. Yet, at the same time, a private individual, firm or corporation, holding and using property for public purposes becomes amenable to legislative power in like manner with a public corporation. The principle of law that applies has been laid down and settled by the Court of Appeals of the State of New York in the case of The People ex rel. Kimball v. B. & A. R. R. Co. (Sickels, 25), and by the Supreme Court of the United States in the Granger cases and in the Chicago elevator case. 'Railroad corporations,' says the opinion of the Court of Appeals, handed down by Judge Earl, all concurring, 'hold their property and exercise their franchises for the public benefit, and are, therefore, subject to legislative control. The Legislature may regulate the mode in which they shall transact their business, the price which they shall charge for the transportation of freight and passengers, the speed at which they may run their trains, and the way in which they may cross or run upon highways or turnpikes used for public travel. It may make all such regulations as are appropriate to protect the lives of persons carried upon railroads, or passing upon highways crossed by railroads. All this is within the domain of legislative power, although the power to alter or amend the charter of such corporation has not been reserved. This whole subject of legislative

power over railroads, and over private persons holding and using their property for public purposes, has been so fully discussed recently in the Supreme Court of the United States, in the Granger cases and the Chicago elevator case, as to make further discussion unnecessary here.' As a corollary of this judgment, it would seem to follow that the Legislature exhausts only half its power, and performs only half its duty, when, in making appropriate regulations for the protection of the lives of persons and transportation of property carried upon railroads, it stops with their application to the corporations and their officers. Of what avail is it for the State to possess and exercise a power of control and regulation over railroad corporations created for the public benefit, and over private persons holding and using their property for public purposes, if it permits combinations of unauthorized and irresponsible employés of such corporations and persons or others, to arbitrarily arrest and hold at will the operations of railroads or other properties in the service of the public? The operatives of a railroad, from engineer down to trackman, are, in the practical relations of their services to persons and property transported, far more important as factors than officers of the corporation, and should be held to due responsibility. Nor would the extension of regulations by law to employés upon railroads work any hardship to them. On the contrary, it would be their guarantee and protection, as well as the guarantee and protection of the corporations and the people. A railroad is a quasi-public highway of the State, subject as much to regulation by the State for the public benefit, and for the protection of the lives of people who travel, and for the transit of the property carried upon it, as if the State owned and operated it itself. When a man takes service upon a railroad, whether as an agent of the corporation or an operative upon the line, he becomes a quasi-public officer, and hence subject to such regulation by law, in the discharge of all his duties and the time and manner of his abandonment of them, as are appropriate to protect the lives of persons and secure the transit of property carried upon the road. No dispute between these quasi-public officers about the price of labor, or any kindred thing, should be permitted to jeopardize the lives, or interrupt the transportation of property of citizens to

whom the use of a railroad daily has become a matter of necessity, as well as of convenience, any more than a dispute between the officers of a railroad and other parties about the price of cars, or rails, or ties, or spikes, or anything else that enters into the equipment and operation of such road. The State should lodge somewhere a power, with ample means of law to make its intervention effective, for the speedy settlement of all disputes between the officers of railroad corporations and operatives of railroad property."

All of which is respectfully submitted.

WM. PURCELL,
GILBERT ROBERTSON, Jr.,
F. F. DONOVAN,
State Board of Mediation and Arbitration.

Charles J. Madden,
Secretary.

STATEMENT

OF

ACTION TAKEN IN THE MOST IMPORTANT LABOR DISPUTES FROM NOV. 1, 1887, TO OCT. 3, 1888.

BREWERY WORKMEN.

NEW YORK.

On the 16th of April, 1888, the breweries of New York and vicinity, with few exceptions, were closed; the employés being notified that they could return to work the next day, upon complying with certain conditions. The attention of the Board having been called to the matter, a meeting was held at the Metropolitan Hotel, in the city of New York, on the 19th day of April, 1888, at 11.30 o'clock A. M., and representatives of both parties to the controversy were invited to be present.

Louis C. P. Riege, Herman Feloke, Martin Maier and Robert Dinkler appeared on behalf of Beer Drivers' Union No. 1, the Engineers' Union and the Central Labor Union.

Chairman PURCELL.— How many men are there engaged in this difficulty?

Mr. RIEGE.— About 5,000.

Chairman PURCELL.—Are there 5,000 men out?

Mr. RIEGE.— Yes, sir.

Chairman PURCELL.—That embraces New York, Brooklyn and Jersey City? A. Yes, sir.

Mr. Riege, on behalf of Beer Drivers' Union No. 1, asked that a recess be taken till afternoon, as they desired time to properly prepare a statement of their case, and as a committee representing another portion of the men would be unable to attend an earlier meeting.

A recess was taken till 3 o'clock P. M.; and the Board requested that the men engaged in the difficulty be fully represented at that time, and be prepared to present a statement of their case.

At 12.15 o'clock P. M. Messrs. W. A. Miles, Henry Clausen, Alfred N. Beadleston and Richard Katzenmayer appeared on behalf of the brewers of New York city and vicinity.

Chairman Purcell.— Gentlemen, as you are of course aware, under the provisions of the law establishing this Board, it is our duty, and we are directed, when a strike or lock-out occurs, to proceed at once to the locality and endeavor, if possible, by mediation, to settle the trouble; and learning that there was such a difficulty here in New York, we have come here for that purpose, and we are at your service, if there is anything that we can do to effect an amicable arrangement.

Mr. Miles.— I do not think that this committee can do anything to settle this trouble, simply because, in the opinion of the brewers of New York, their position and their cause is such a just one that they can not retire from it; and, therefore, there can be no arbitration of the matter. The position which we have taken in this matter grows out of a somewhat lengthy experience with the unions of our workingmen and with this matter of making contracts with them. The contracts every year grew more arbitrary, more despotic in their demands, and this present movement grew out of the fact that the entire trade throughout the United States became convinced that the time had arrived when they must take a united stand and bring about a uniform policy on the subject, for the purpose of preventing the trade in one portion of the country being used to slaughter it in another. A meeting was held here, in response to a general demand, under the auspices of the United States Brewers' Association, last December. Representative brewers were brought here from all over the United States, and the uniform testimony was that wherever unjust demands had been opposed, wherever the brewers, the employers, had shown a disposition to maintain their rights as citizens, they had had the least trouble upon this labor question; wherever they had made concessions that bore hardly upon them, wherever they had shown a disposition to be overawed by the labor movement, they had had the most trouble; and the result of that meeting was a determination to take a stand in maintenance of our rights as citizens and as employers, which we felt that we were absolutely justified in doing and which we believed, and which we now have the knowledge, would receive the approbation of our fellow citizens. That decision is defined in a series of resolutions which we published in such shape as to put it in the hands of every brewer in the United States on one given day. It was given to the press. The editorials of the best portion of the press of New York city have indorsed our position far beyond our expectation,

and without solicitation on our part. We believe that the merit of the situation has won for us the support of our fellow citizens.

Our position is simply this: We are willing to pay our men the same wages that they have had during the past year, which is a high rate of wages for the quality of labor; that is, it is merely physical labor; it does not require any great amount of training. About the wages there is no question, nor about the hours being confined within certain limits. As to that we have pledged ourselves, one to another, over our signatures, for that document has not simply been adopted in a meeting of a committee, but that document has received the signatures of the great majority of the brewers throughout the United States. There is no question in reference to hours of labor. On the question of whom we shall hire to do our work, we claim that we shall hire whom we please, without dictation from any organization whatever. That is the sum and substance of the position. Those wages range from twelve to eighteen dollars a week; and after a man has his foreman in his brewery, he can go right into the street and take good strong, hearty men, and if that foreman understands his business, he will have as good a working force in ten days as he would have if those men had worked there for six months.

Commissioner ROBERTSON.— Do you require that your workmen should discontinue their connection with any labor organization?

Mr. MILES.— No, sir; we have plainly said that we have no objection to their belonging to as many unions as they please, but we have, by resolution, called upon our men, when they come back to work for us now, to agree that they will not contribute to the support of any organization that is engaged in an attempt to destroy our business.

Commissioner DONOVAN.— Have you a copy of the contract that was entered into between the brewers and their employés? (A copy of the contract was then produced. See page —.)

Chairman PURCELL.— This is a copy of the contract which they wish you to make now?

Mr. MILES.— YES, sir.

Commissioner DONOVAN.— Mr. Miles, in conversation with one of the gentlemen who informed me that he was among those that were locked out, he said that he thought the employers had acted unjustly to him; that his employers two years ago forced him into the union and told him that if he did not join the union they would discharge him, and within the last two weeks they informed him that if he did not leave the union they would discharge him.

Mr. MILES.— An answer to that question would require a long history of this matter; we shall have to go back to the time that this matter

commenced. This step came upon the trade very much in the form of an avalanche. Very many of the brewers signed the agreement, and then the others, to protect themselves, were obliged to do the same; as a consequence, perhaps some of the brewers said to their men, "You better go into the union."

Commissioner ROBERTSON.— In order to have peace?

Mr. MILES.— Yes, sir. We call special attention to the twelfth clause of that agreement: "All breweries shall use malt and barrels made by, and coal handled by, union men, if these branches are so organized that they can provide for the business without doing damage to it." If this movement had not been commenced when it was last fall, and the time had come round, I presume that the brewers might have made a contract — would have been willing to make a contract similar to the one that was made last year; but the moment that this movement took shape, the brewers determined that they would take this stand to maintain their rights as citizens and conduct their business as they saw fit.

Commissioner DONOVAN.— I would like to know whether the brewers decided to make terms with each individual employé or with the body of employés.

Mr. MILES.— The brewers will make terms with each individual employé as they hire him.

Mr. CLAUSEN.— I would like to add to that that they will adhere to the standard of wages.

Mr. MILES.— In the first place, the brewers have pledged themselves, by the resolutions which they have signed, to maintain the wages; in addition to that, every organization of brewers (we have two or three local organizations of brewers in the city) have passed resolutions reiterating that pledge, and published them in the papers; and the brewers who don't belong to any organization in New York city have held meetings and passed that resolution.

Chairman PURCELL.— The whole difference, as I understand it, is between dealing with men individually and dealing with them in a body.

Mr. MILES.— Yes, sir; that is about it; and refusing to make contracts with them in a body.

Commissioner DONOVAN.— From your statement, I understand that your principal fight is against a recognition of the union.

Mr. MILES.— Yes, sir.

Commissioner DONOVAN.— You do not propose to recognize the union.

Mr. MILES.— No, sir.

Commissioner DONOVAN.— But if the men returned to work, and they desired you to change some details in the establishments that they object to, would you give the matter your consideration?

Mr. MILES.— I am willing to meet my men at any time.

Commissioner DONOVAN.— In a body?

Mr. MILES.— If it is necessary. I have men in my employ who have been there twenty-four years — the oldest one. Those men have no hesitation in coming to me when they want anything. The only instance in which I had a round robin brought to me (and that, I believe, was instigated by a man who did not work for me) then, I upbraided my men for considering that it was necessary to disguise their actions. I said, "If any man thinks he has a grievance, let him put his name at the top and come to me, and if he has a grievance it it will be remedied."

Commissioner DONOVAN.— The late employés are to be here at 3 o'clock, and at that time they are to bring a statement of their side of the case. Would you be willing to meet and confer with them with a view to settling this matter?

Mr. MILES.— No, sir. We have no difficulty with them now; our business is being conducted without any trouble. I feel very sorry for the laboring men in this matter, because I think they are being outrageously misled by wicked men.

Chairman PURCELL.— If these men submit certain propositions this afternoon and we should communicate them to you, would you consider them and give us your reply?

Mr. MILES.— I desire to treat this commission with the utmost courtesy. We shall receive any communication from this commission and acknowledge it.

Commissioner DONOVAN.— How many brewers in this vicinity are engaged in this alleged lock-out — in New York, Brooklyn, Staten Island and Westchester county?

Mr. MILES.— Over ninty per cent of the brewers, I think.

Mr. CLAUSEN.— About sixty-eight brewers in the State of New York.

Chairman PURCELL.— In what you call the Metropolitan District?

Mr. CLAUSEN.— Yes, sir.

Mr. MILES.— To that you have to add the ale and porter brewers.

Commissioner DONOVAN.— Are they out?

Mr. MILES.— No, sir; their contract with their men does not expire until June.

Commissioner DONOVAN.— In those sixty-eight breweries there is more or less trouble; the men are out of work, and you have to employ new men or reëmploy the old help?

Mr. Miles.— In order to reorganize the breweries it was necessary to do that. I think that the breweries of New York have at present about two-thirds of their working force; about one-half of those are old men who have come back and one-half are new men.

Commissioner Donovan.— Those old men who came back, do you require them to leave their organizations?

Mr. Miles.— No, sir; we simply say to them that they must recognize no one as master of the establishments but ourselves, and that they must not contribute to any organization which is engaged in endeavoring to destroy our business. In order that you will more clearly understand what was the immediate cause of this meeting of representative brewers of the United States which brought about this action, I would like to say to you that there was some kind of a quarrel between the maltsters of Milwaukee and their men, and they at once went to all Milwaukee brewers who were using malt made by those firms and demanded that they should cease using that malt. It chanced that those brewers were among the smaller brewers of Milwaukee. One of them had an elevator full of the malt made by this firm, stored there from the previous year, and they said that he should not use that malt. It simply meant that man's ruin. He went to the larger brewers of Milwaukee, and they said: "This is a case of outrageous treatment; you must stand by your rights and we will stand by you." The Secretary of the Brewers' Union, Mr. Herbrand, went to Milwaukee and he made use of the declaration, it was said, in Milwaukee, that he could pull off twenty thousand workmen or put them on at his own sweet will. Then they struck. We had a contract with their organization which says that there shall be no strike in a brewery unless the matter in dispute shall be first submitted to arbitration. They struck without submitting to arbitration, and the Milwaukee brewers notified them, "Henceforth we will recognize no contract with your organization. We will pay you the wages; we will give you the same hours; but we will recognize the union no longer.' The matter went on for some time until the brewers of Milwaukee were having a ball. They received notice, as I understand, from New York not to use Milwaukee beer at their ball. They sent outside of Milwaukee for beer. That was the last hair that broke the camel's back. The Milwaukee brewers said: "You have been paid well for making beer, of which you drink large quantities, at our expense, during the day, and you refuse to drink it outside; now," they said, "get out of the union or get out of the breweries." We have word from Milwaukee that the boycott there has proved ineffective. I have a

letter here which I wish you to read, because this has been denied. (Mr. Miles then produced the following letter :)

NEW YORK, *November* 14th, 1887.

A. E. SEIFERT, Esq. :

DEAR SIR :—I am authorized to notify you that all malt made in the commission malt-houses of Milwaukee, Wis., will not be handled in the future by members of our National Union, on account that the proprietors of these malt-houses as named below, refused to grant to the Brewers and Maltsters Union of Milwaukee, Wis., an agreement even at the most moderate demands. The reason of notifying you of this agreement is, that disturbances which may arise in your business about this malt, and which would be disagreeable both for you as well as for us, may be prevented and not be set on our account.

Hoping that this incident will not disturb the harmony now in existence between you and our men, I remain, dear sir,

Yours very respectfully.

[Seal of National Union.] LOUIS HERBRAND,

[Seal of Local Union.] *National Secretary.*

Names of the malt-house firms: Ph. Altpeter, Froedtert Bros., Fueger, Max & Co., Wm. Gerlach & Co., G. J. Hansen, F. Krauss & Co., Louis Liebscher, Westhofen & Co., A. C. Zinn.

A day or two after receiving this letter Mr. Kurzenknabe came to Mr. Seifert to inquire about it. They laid this communication on the table, and their attention was called to the fact that they had a contract with us which did not permit them to do anything of the kind. Mr. Kurzenknabe had to admit that, but he followed it up with a sneer and said: "We will take very good care that the next contract that we present will permit us to boycott any malt or barrels which we object to, and prevent them from using such malt or barrels."

Mr. Miles then called attention to sections 6 and 10 of the proposed agreement for 1888 and 1889.

Chairman PURCELL.—At 3 o'clock we are to meet a representation of the men, and undoubtedly from that meeting will proceed some communication to you, and we will await your answer; and when we find, if we do find, that every effort at an arrangement is a failure, then the next matter for us to consider is whether the state of facts will require or warrant an investigation. That is something which the law also contemplates, if, in the judgment of the board, it is deemed to be of any use. As I said before, if every effort to effect a

settlement fails, we will consider that matter; and if we decide to make an investigation, we will give you notice and afford you every opportunity to properly present your case.

The board then took a recess till 3 o'clock P. M., at which time they met the following representatives of the employés: Louis Herbrand, Peter Dannecker, Charles Pommer, Ernst Kurzenknabe, Julius Wiener, Charles G. Bloet, R. B. Davis, Louis C. P. Riege, Herman Feloke, Martin Maier and Robert Dinkler.

Mr. Davis.— The committee has come to the conclusion to offer two propositions. Some three years ago the employés in the breweries were working fifteen to twenty hours a day, and they were organized and reduced the hours down to twelve and their wages something better. The bosses after a time made an agreement with the union, and those that were not with the union the bosses asked them to join it. After they signed the agreement to recognize the union it worked very amicably until this year; and they posted up notices that they would not recognize the union; that they would hire them individually; and the brewery employés believe that it is for the purpose of breaking up the union that they did that. They are satisfied to meet the brewers, if they recognize the union and if they are satisfied to sign an agreement. If it is proper that the Board of Arbitration would meet the brewers first and draw up an agreement, the employés would be satisfied, after signing it, if they would take back the locked-out men; that would be satisfactory. They have had an agreement for the past year; now, they don't say that agreement; they say any agreement. Of course, they would have to take back the locked-out workmen.

Chairman Purcell.— At the brief conference had with the representatives of the employés this morning, and which was adjourned to this time, it was suggested that any proposition that they might have to make should be put in writing, because the Board will have to submit it to the employers. It is very important that whatever proposition comes from your side should be put on paper and concisely stated.

Mr. Wiener.— All we ask from the employers is recognition of the organization and that they sign an agreement. We will put it in writing. On behalf of the arbitration committee of the Central Labor Union, which we are representing, Mr. Davis, Mr. Bloet and I, we will have to state that, so far as we have the case in hand, after the lock-out we asked the bosses to appoint a committee to arbitrate; we have spent two weeks on it and tried to arbitrate. In the first place, we have visited every boss in this city and asked them the

question whether they were willing to arbitrate. The most of those bosses have told us they have nothing to do with it whatsoever; to go down to No. 2 Irving place; at the same time stating that they were perfectly satisfied with their men through all the time they had an agreement with the organization; that they had no grievance whatsoever. The committee then came to the conclusion to send a communication to the organization, as such, asking them to state a date and place when they were ready to see the arbitration committee; and we were willing to arbitrate, if our proposition should not be satisfactory to them. We received the following answer:

NEW YORK, *April* 4, 1888.

Mr. Y. WIENER, *Secretary Arbitration Committee, Central Labor Union of New York, 145 East Eighth street, New York city:*

DEAR SIR.— Your favor of this date was duly handed to me by your messenger; but, being very busy at the time he called, I had to defer replying until now.

In answer to your communication, I would state that I am not aware of any trouble between this association and any journeymen brewers which requires arbitration. This in reply to question whether the Brewers' Association was willing to see the arbitration committee of the Central Labor Union concerning the trouble between them and the journeymen brewers. As above stated, no trouble whatever exists between employer and employé — not to my knowledge, at least.

Referring, however, to the matter which appears in public print for the past few days, I take the liberty to inclose herewith a circular letter which, I am directed to say, expresses the views of the members of this association.

I am yours respectfully.

A. E. SEIFERT, *Secretary.*

After receiving this communication, a few days after stating in this communication that there was no trouble between them and their employés, that there was nothing to be arbitrated, they closed the doors of all their breweries in this city on last Monday, and locked their men out. We were willing to arbitrate. They claim that there are clauses in the agreement, which we do not know anything about, that are ridiculous to them, and which they cannot go by; but there was no contract laid before the organization. They refused to lay the contract before the committee; and still they claim that there is something in the contract which they cannot sign. The brewers never laid a contract before the committee. When the committee

asked the brewers' organization to lay a new contract before them, we received the circular as an answer. All we ask of the bosses is to recognize the union and to sign an agreement, for we claim that if any agreement between the employers and employés is made, both parties have to be held. We have been willing, and are willing now, to arbitrate; the bosses were not willing. I don't know whether they have changed their position or not. I will say now that we have been willing and are willing now, at any hour, to arbitrate.

The reasons why an agreement is asked from the bosses are the following:

The condition in which the workingmen in the brewery trade were before the organization was in existence was that they had to labor from fifteen to eighteen hours during the week and five and six hours on Sunday, receiving as pay, if I am not mistaken, between forty and fifty dollars a month. The union was formed, and through the union they cut down the hours of labor to twelve hours, including time for meals, and raised the pay from twelve to fifteen and eighteen dollars a week. Now, we claim that through the existence of the organization these shorter hours and the raising of the wages came about; and we believe that they might uphold their work during the busy season, and taking the opportunity, by not being bound by an agreement, to turn their men on the street, as has been done before the union was in existence. And as we claim the right of an organization to look out for the interests of their men, and as the brewery bosses have stated to us — that is, a majority of them — that they never have lived under a better rule than since the organization has been in existence, and that they themselves had their Sunday rest, which they never had before, therefore, we claim the right from the bosses that we have it in black and white. They have always in the old contract, and also in the contract which we are willing to make now, provided for an arbitration committee; that there shall be no strikes or boycotts, and that everything must be submitted to this arbitration committee, which is composed of the bosses and the journeymen. We found out from the record that during the two years that that agreement existed between the bosses and the journeymen, five-sixths of the cases that came before the committee were decided by the bosses in favor of the workingmen, which showed that they were satisfied with the agreement; and that is the reason we ask for an agreement and a recognition of the union.

Mr. Riege.— We can prove that all the assertions that were made by this circular, which was issued before the receipt of our proposed agreement, are false; we can prove that in every point.

Commissioner DONOVAN.— As we have been informed that the employers two years ago compelled men, under threat of discharge, to join the union, and that now they are compelling them to leave the union or they will not receive employment, I would like to ask if you can give us any facts on that point.

MR. WIENER.— The fact is that two years ago, to my knowledge, a movement was on foot to organize the brewers and the bosses. I was present at Ehret's on some other business when the men were called up to the desk by the bookkeeper and told that they have to give their names and what time they are bound to join the union. To-day it stands just the opposite way, that they are asked to sign a contract with their bosses to leave the union.

Commissioner DONOVAN.— Does that contract that they are asked to sign require the men to leave the union?

Mr. WIENER.— That I could not say, because I have not seen the contract, but they are not willing to arbitrate.

Commissioner DONOVAN.— How many are there out in New York and vicinity?

Mr. WIENER.— About five thousand.

Commissioner DONOVAN.— How many establishments in this State are included in that lock-out?

Mr. WIENER.— Sixty-seven or sixty-eight.

Commissioner DONOVAN.— The employers claim that the breweries are running.

Mr. WIENER.— Through the reports of the press they claim that some are working half power and some pretty near full power. I read a report yesterday from an uptown brewery where it is claimed that they are working pretty near over half power, and they are not working at all. From the roll-call of the organization at the last meeting it shows that hardly any brewery could be run by union men.

Commissioner DONOVAN.— How many men have returned to work?

Mr. WIENER.— The roll-call shows that there are about two hundred drivers and about two hundred or two hundred and twenty-five inside workingmen that have returned to work out of five thousand; that is by the reports of the organization, showing those that have not answered to roll-call. We don't know how many non-union men they have. In order to prevent any trouble we have not gone near the breweries. I see by the papers that they have two or three policemen around each brewery; but the men were told to keep very quiet and keep away from the breweries.

Commissioner ROBERTSON.— Have you a draft of an agreement which you wish the employers to sign?

Mr. Wiener.— We have no draft now, because they are not willing to arbitrate the agreement, as was proposed in the first place. As I said, we are willing to arbitrate and we would like to see the bosses propose an agreement, or an agreement made by both sides, and as I said before, we are willing to arbitrate on clauses objectionable to them.

Commissioner Robertson.— If you had a draft of an agreement which you want them to sign, we would be able to submit that to them.

Mr. Wiener.— We have no draft of an agreement to submit to them.

Chairman Purcell.— Your proposition is that you are willing to submit to the arbitration of this Board these two questions, and in case they are accepted, you are willing to submit to the arbitration of this Board any matter in dispute in the details of an agreement?

Mr. Wiener.— Yes, sir.

Chairman Purcell.— Your first request is for the recognition of the union; next, that the employers make some agreement; now, if these two matters are conceded, and there shall be any disagreement as to the details of the agreement, you are willing to submit to the arbitration of this Board the matters in dispute. These propositions merely clear the way for an agreement. The attitude that the brewers now occupy is that they will neither recognize your union nor sign any agreement. If they should change their position and should decide to recognize the union and make an agreement, in case you disagree as to the terms of the agreement, are you willing to submit those questions to the arbitration of this Board?

Mr. Wiener.— If the other side are ready to arbitrate on those two clauses, then afterwards we are willing to obey the decision of the Commissioners.

Commissioner Donovan.— In the event of the employers recognizing the union, if they prepare a draft of an agreement and you also prepare one, are you willing to submit those questions on which you disagree, to this Board and abide by its decision.

Mr. Wiener.— Yes, sir; but we want it understood that this clause would have to come in the agreement, that all the locked-out men shall be allowed to return to their employment. I want to make another statement: in the call upon the breweries we found one gentleman who was very truthful, and I believe that was the only one that told the truth about it. He said: "We will stand by our brothers in Milwaukee," meaning the bosses in Milwaukee who had some difficulty with their men there, and I take this to be a very true statement.

Commissioner DONOVAN.—You mean that the whole trouble is caused by the difficulty between the bosses and their employés in Milwaukee.

Chairman PURCELL.—Now we have arrived at a definite understanding of your propositions. We will convey these propositions to the employers and will await their answer. Of course, if they decline these propositions, that will end it so far as the settlement of this difficulty is concerned. We can not do anything more. In that event, the question will come up whether this is a case which requires an investigation. The law contemplates that, in case of failure to effect a settlement, the board shall, in its discretion, inquire into the cause or causes of the controversy. This is the language: "Whenever a strike or lock-out shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lock-out and put themselves in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy." Then it provides that "if in their judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpœna witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section 7 of this act." In case the brewers decline these propositions, we shall then consider the matter of an investigation; and if we shall decide upon an investigation, we will fix the time to accommodate both sides, of course. Now, how long a time would you gentlemen require in that case? The mode of procedure is to subpœna witnesses who are conversant with all the facts, and to permit counsel, if you desire, to represent you and to cross-examine witnesses.

Mr. WIENER.—We would be ready by next Monday. We have five thousand men on the street that we have to support, and the sooner the difficulty is settled the better it will be for us.

Chairman PURCELL.—It is not likely that the investigation would effect a settlement; the investigation would be held only in case of failure to settle. We will communicate at once with the brewers and will probably receive their answer this evening.

Commissioner ROBERTSON.—If we have an investigation, we would like you to submit, in the most succinct form that you can, your claims and your demands, and then have your proof ready on each point, so that there will be no delay.

The following letter was then sent to the employers' association :

New York, *April* 19, 1888.

A. E. Seifert, Esq., *Secretary* :

Dear Sir.— The State Board of Mediation and Arbitration respectfully submit to your organization the following propositions of the National Journeymen Brewers' Union :

First. That the employers shall recognize the National Brewers' Union.

Second. That the employers sign some agreement; and that if any dispute shall arise in reference to the terms of such agreement, then, and in that event, the disputed questions be submitted to the State Board of Mediation and Arbitration for settlement, both parties to abide by their decision.

Please favor us with an early reply. We are awaiting a reply at the Metropolitan Hotel.

Respectfully yours.

CHARLES J. MADDEN, *Secretary.*

The following reply was received:

New York, *April* 19, 1888.

Charles J. Madden, Esq., *Secretary State Board of Mediation and Arbitration, Metropolitan Hotel, City:*

Dear Sir.— Your favor of this date is before me, and, in reply thereto, I take the liberty to state that the propositions submitted can, under no conditions, be accepted by the Associated Brewers of New York.

It has been decided that no brewers' union shall be recognized, the employers being determined to deal with their employés individually. As to the second proposition, I must say that the same is as objectionable as the first. The Associated Brewers of New York will not sign any agreement, as past experience has taught them that, in the matter of agreements, the responsibility rests all on one side; contracts signed by the other side having, in many instances, been disregarded, notably in the case of the maltsters of yesterday, in malt-houses connected with breweries, where the men were under contract to work until the end of the season. In spite of this, without any cause, they have struck.

The Associated Brewers of New York feel confident that they can settle the present difficulty in their own way, and as above stated, no proposition like those conveyed by you from the National Journeymen Brewers' Union can be entertained.

By order of the committee of seven of the Associated Brewers of New York and vicinity.

A. E. SEIFERT, *Secretary.*

The contents of this letter were communicated to the representatives of the employés, and the conference closed.

On the 20th of April, 1888, the board met in New York city and decided to commence an investigation of the difficulty on the 26th day of April, 1888.

The board met in the Common Council Chamber, New York city, on the twenty-sixth day of April, 1888, at 10 o'clock A. M., all the members of the board being present.

Ashbel P. Fitch and Samuel Untermyer appeared as attorneys for the employing brewers, and Samuel Gompers appeared on behalf of the workmen.

Chairman Purcell opened the proceedings with the following statement:

The State Board of Mediation and Arbitration is here for the purpose of making an investigation of the causes of the controversy that exists between the employing brewers and their late workmen. The question involved is not one of a strictly legal nature, but more of a philosophic and economic character, and while the strict rules of evidence which would be applied in court will not be applied here, we desire to get at the facts in the briefest and most concise manner possible, and we would suggest to the gentlemen who appear for the respective sides that they bear that fact in mind and confine the evidence to reaching the causes of this controversy. In view of the fact that the employers performed the last act in the proceedings which led up to the controversy, we have decided that they shall first come forward and show the cause of their action.

Mr. UNTERMYER.—I assume by what you have said that a right of representation by counsel is accorded.

Chairman PURCELL.—Yes, sir.

Mr. UNTERMYER.—Speaking for the United States Brewers' Association, we do not recognize the existence of any controversy with the men, and with all due respect to the board, we do not recognize its power to make any investigation, under the law creating that board, until it is satisfactorily shown that there is now existing, or is seriously threatened, a strike or lock-out. We do not know of any strike on the part of the brewery workmen, and we now emphatically deny that we have locked out any man who wants to work or that we have denied employment to any man who wants to return to work. We further deny the right of the State Board of Arbitration to investigate. In our view, the State Board of Arbitration was organized to hear and determine questions which were voluntarily submitted to them. We have not submitted any differences, because no differences exist between us and our employés.

and while there is no body of gentlemen to whom we would with greater confidence submit any differences that might exist, we deny that there are any differences between us and our employés. We take the ground that the Legislature had no power to create a State board for any purpose except to arbitrate questions voluntarily submitted to them and to hear appeals from local boards. While we admit that the Legislature has power to make investigations, we find no warrant in the Constitution for the Legislature to delegate to a standing body, appointed for a term of years, the right to inquire into the private affairs of any citizens who might be brought before them. It is a very great power, and if not used with great wisdom might lead to great harm. We know it would not in the hands of this board. We will say there is a lock-out or strike existing between John Brown and his employés, and we will go into an investigation and find out what caused the strike or lock-out. We come here to hear what is said; we decline to submit to the jurisdiction of the State Board of Arbitration, and decline most respectfully.

Chairman PURCELL.— Then you appear simply as spectators?

Mr. UNTERMYER.— Simply as spectators. When it is apparent, if it does appear, that there is any strike or lock-out, we desire the right to set the board right and to offer evidence, if we see fit; but we do not admit the right of the board to investigate private matters between us and men who are not now our employés.

Chairman PURCELL.— I understand, then, perfectly well that the employers decline to be a party to the investigation of this controversy. Then if the other side desire to be heard we will hear them.

Mr. GOMPERS. — Mr. Chairman and gentlemen of the Board of Mediation and Arbitration: Of course it is not within my province to attempt to define the rights and the powers of your honorable board, but I think that it would be unjust and I would be lax in the performance of my duties to my clients, were I to allow the statements made by the gentleman on the other side, or the gentleman who represents the employing brewers, to go unchallenged. He says that, so far as his clients are concerned, they recognize the existence of no lock-out; they recognize no strike; they recognize no difficulty existing between them and their late employés. I beg to submit that on the sixteenth day of this month, simultaneously in the establishments owned and controlled by the gentlemen who constitute the Employing Brewers' Association, between 4,000 and 5,000 workingmen were locked out. A lock-out, as I understand it, as is generally understood, as is generally accepted, consists of the employer or employers, either as individuals or by combination, determining on turning their employés into the streets, refusing to employ them except under certain condi-

tions. That such a state of affairs exists I think can not nor will not be denied by the gentleman who addressed this honorable board a few moments ago. The gentleman said that he denies the right of this board to inquire into the private affairs of his clients as against the constitutional rights of them. He says that the Legislature possesses the power to make investigations for legislative purposes, but denies that the Legislature possesses the right to delegate that power to any permanent board. I desire, in answer to that, to say that that power is delegated and is recognized every day in the year. Our boards of health, our commissioners of police, our commissioners of excise, our State board of health, are all standing contradictions to the statement of the gentleman. Not only do they possess the right to conduct an investigation, but they possess such rights as even the Constitution in its formation never contemplated; powers not only to inquire, but powers to enforce any decree that they may arrive at and deem to the best interest of this city, State and country. I want to say here that the gentleman appears here, then, only as a visitor, and if that is the standing of the gentleman before this board, I question and deny his right to put any questions to the witnesses that may be put on the stand. He must appear in either one capacity or another — either as representing the interests of his clients, or acting in the capacity of an auditor and visitor, and conduct himself as other auditors and visitors must.

Chairman PURCELL.— We will take care of that question when it arises.

Mr. GOMPERS.— I want to say, gentlemen, in reference to the case of the journeymen brewers — and I will be as brief as I can, recognizing the value of time — that it would be well to submit to you a brief which has been drawn up in response to a request of your honorable board, in which we succinctly state what we expect to prove. I believe that the board is in possession of such a document, and while I am not desirous of taking up unnecessary time, I think that it would be well if I might read it, inasmuch as it will not probably occupy more than three to five minutes.

Mr. Gompers then read the following statement:

NEW YORK, *April* 24, 1888.

To the State Board of Mediation and Arbitration:

GENTLEMEN.— In response to your request for a brief statement of facts which we expect to prove, we respectfully submit the following:

First. That the boss brewers urged and forced the brewery workmen to form and join a union, a result of which was the formation of the journeymen brewers' unions.

Second. That before the brewery workmen were organized, wages ranged from $40 to $55 per month; that the hours of labor were from fifteen to eighteen for six days in the week, and from five to six on one, viz., Sunday.

Third. That since the brewery workmen organized, their union wages ranged from $15 to $18 per week; that the hours of labor are twelve per day (two of which are devoted to meals), making the hours of labor actually ten for six days in the week, and not more than two hours on one, viz., Sunday.

Fourth. That an agreement was made and existed the past two years between the boss brewers and the journeymen brewers' unions.

Fifth. That the agreement contained a clause providing that all questions of difference arising should be submitted to a board of arbitration.

Sixth. That the said board of arbitration consisted of five persons three of whom were members of the Boss Brewers' Association and two of the journeymen brewers' unions.

Seventh. That of all the matters of difference brought before the attention of the said board of arbitration by the journeymen brewers' unions, some twenty in number, all except one were decided in favor of the journeymen.

Eighth. That the journeymen brewers' unions have lived up to and did not violate any of the provisions of the agreement with the boss brewers.

Ninth. That the agreements above referred to expired on April 1, 1888.

Tenth. That, as was customary, notice was sent to the secretary of the Boss Brewers' Association by the secretary of the journeymen brewers' unions, asking when it would suit the pleasure of the former to receive a committee of the latter, at which the provisions of an agreement for another year might be considered.

Eleventh. That an answer was received from the secretary of the Boss Brewers' Association, which inclosed a circular containing a resolution adopted by the said association that no new agreements be entered into at the expiration of those then existing.

Twelfth. That while the circular alleges that the journeymen brewers' unions were too dictatorial, and that the bosses would hereafter run their own business, the terms of a new agreement had not yet been presented, when the said circular was issued, thus showing that the Boss Brewers' Association were determined upon their present course of action, regardless of the terms of a new agreement.

Thirteenth. That, as the circular and other public utterances were made by the representatives of the Boss Brewers' Association,

alleging that they were suffering from annoyances, grievances, etc., at the hands of the journeymen brewers' unions, at the request of the latter a committee was appointed by the New York Central Labor Union, who visited the boss brewers, all of whom admitted that they were satisfied with their workmen and the rules and conduct of the unions.

Fourteenth. That when said committee asked these boss brewers visited, whether they would be willing to discuss an agreement for another year upon the statement that the journeymen brewers' unions were willing to arbitrate any matter of difference in reference thereto, they were referred to the office of the Boss Brewers' Association in Irving Place.

Fifteenth. That the said committee wrote a letter to the secretary of the Boss Brewers' Association, asking when and where they might meet the committee, to discuss, if necessary, or arbitrate any trouble or difficulty between the parties in interest.

Sixteenth. That an answer was received from the secretary of the Boss Brewers' Association, stating that no trouble of any kind existed which required arbitration.

Seventeenth. That on April sixteenth, without a word of further warning, the brewery workmen — some 5,000 in all — employed by the members of the Boss Brewers' Association, were locked out.

Eighteenth. That there existed no justification for locking out the brewery workmen upon the pretense of grievances, as any such matter could have been referred to the board of arbitration, a majority of whom were members of the Boss Brewers' Association.

Nineteenth. That a number of boss brewers were willing to make an agreement with the journeymen brewers' unions, but refrained from so doing by threats of other boss brewers, members of the Boss Brewers' Association, *to ruin their business if they agreed with their workmen.*

Twentieth. That we have always manifested, by our actions and words, a desire to have all matters, even our present difficulty, settled by arbitration.

Twenty-first. That the work performed by the members of the brewery workmen's unions, during the existence of the agreements, has been of the best kind, and faithfully protecting and advancing the interests of their employers.

Respectfully submitted on behalf of the Journeymen Brewers' Union and brewers' workmen.

[SEAL.] LOUIS HERBRAND,
National Secretary.

May it please the board, the belief pervades the minds of many that the workingmen are turbulent, the workingmen are unreasonable, the workingmen are dictatorial, the workingmen, in the language of some, want to run the business of their employers, but what does this show? The Legislature has created a board for the purpose of endeavoring to amicably adjust any differences that may exist between employers and their employés. They recognize, and all reasonable men recognize, that there are times when differences arise between employer and employé, and in their intelligence the Legislature created this board for the very purpose of endeavoring to step in like an angel of peace, extending the olive branch to each side, so that they might arrive at a proper and amicable understanding; but the gentleman who spoke to you a few moments ago denies the right of this board to investigate. They first refuse to arbitrate, and then deny the right of the board to investigate. This question may be decided either one way or another, so far as the employing brewers are concerned; they may win in this matter; but let me say here that the investigation to be conducted by your honorable board is of far more importance and is not confined to this immediate chamber. It may be denied to-day and public opinion may compel to-morrow. What has been denied as the right of the people by some who have had possession of power, it required but a determination on the part of the people to even compel those who were unwilling to hear to listen and concede. It may be good policy, pending the investigation of this matter, to deny the right of this board to investigate, and to throw the onus of proof upon the workingmen, but let me say that the people of this city and State have an interest in this matter under investigation, and the very fact that the employing brewers refuse to arbitrate the matter and deny the right of this board to conduct an investigation, will be proof in itself that they have acted heartlessly, cruelly, improperly. The people will judge of this action. I understand very well that, so far as the board is concerned, they can take no extra cognizance of that matter, and that they must take the evidence that is submitted to them; but outside of this board, that court of last resort, the people, will decide what kind of a case the employing brewers have, and how justly, how nobly, they have acted.

I have some documentary evidence to submit, but I think that it would be proper for me first to put some witnesses on the stand. I ask the indulgence of the board, for I am neither a lawyer by profession nor by training. I shall endeavor to present the testimony in as brief a manner as I can draw it from the witnesses, and I desire

to say that I shall not, except in a very few instances, make it cumulative.

Mr. UNTERMYER.— I would like to know the position which this board takes upon the question presented to it. At the outset I did as I regarded proper to do, and took the point as to the power of this board compulsorily to order an investigation, without proof of the existence of a controversy, and back of that, its power in any event, under the constitutional limitations, to order an investigation. If the board, notwithstanding that, takes the view that it has the power, without any proof of a difference, to order an investigation, I assume that the gentlemen whom I represent will be allowed to cross-examine the witnesses on the other side, and when they have closed their testimony, to offer further proof, if it is deemed necessary.

Chairman PURCELL.— The board has already determined upon a sufficient state of facts to warrant an investigation, and are now prepared to proceed with that investigation. You have declined to take part in that investigation, and simply appear here as a spectator.

Mr. UNTERMYER.—I think that our position is a little misunderstood. We simply wish to make the point that the board has no power to compel an investigation. We now understand the view of the Board upon the position taken, and we are willing to present anything that we have that will aid in throwing light on this matter, but not until the case against us is presented. These men claim to be aggrieved by something that we have done; they are in the position of complainants; now, in the ordinary rule of procedure, in common fairness, should not they present their evidence first? We make no complaint; we are satisfied with our position. The board orders the investigation, but they must make it upon some condition of affairs; their attention is called to it by some complaint; now, in all fairness and all reason, is it not the duty of the complainants to present their case first?

Chairman PURCELL.— I will state to the gentleman that this board was in the city last week and it had a conference with the employers and the employés, and it learned sufficient from the statements of both parties to warrant it in ordering an investigation of the controversy contemplated by the law, and it decided to commence this investigation at this time. Your clients were well aware of this fact and, as we understood, were perfectly agreeable to it. We have decided from the facts that have been stated to us that within the contemplation of the law there is a controversy, and there has been a lock-out. That is what we recognize and upon that state of facts we will proceed with this investigation. We have allowed both sides to attend if they choose, and to be repre-

sented by counsel if they wish; counsel are not essential, however. We are willing to give both parties every opportunity to be represented in this matter, and we are willing that they should have counsel. We are willing to put ourselves to any inconvenience in regard to sittings, etc., to accommodate the parties. We take the view that your objection to the authority of the board places you outside of the investigation.

Commissioner Robertson.—That would be hardly a fair view of it in the legal aspect of the case. They have raised certain objections, and we should first decide them.

Mr. Untermyer.—Gentlemen, I trust that you will not misunderstand our position in this matter. We have every confidence in the integrity and ability of this board, and no personal allusion is intended to be conveyed in anything that we say. We are willing, and have always been willing, to explain to any three or any fifty men what we have done. We have no objection to explaining to any body or any number of bodies what we have done, whether they have any authority to investigate or not. You say, from the investigation that you have made, that there is a controversy here. If that be so, in every controversy there is an aggrieved party, and some party is claimed to be the aggressor. Now, how can the party who is charged with being an aggressor answer until something is presented for him to answer? A list of grievances has been read here, but we never heard of it until to-day. We do not recognize the right of this board or its powers. We will cheerfully disprove every one of these charges, but we are charged with being the aggressors, and when it is proved that we are the aggressors we will cheerfully answer.

Chairman Purcell.—The board will decide formally upon the objections that have been raised. In the first place, we decide that there has been a lock-out and that there is a controversy, within the terms of the law; and we rule, furthermore, that the board has power to order an investigation. We overrule the constitutional point, and decide that we have power to go on and make an investigation. And now, having overruled these points, we wish to know whether the employers are willing to take part in the investigation and be a party to it?

Mr. Untermyer.—We are anxious to refute any charges that are made against us.

Commissioner Robertson.—Without taking up time, we will allow you to offer evidence, if you wish. What we desire to know is whether you wish to take any part in the investigation.

Mr. Untermyer.—We do. We are very anxious to refute any charges that are made against us.

Mr. GOMPERS.— I understood the board to rule that the other side should first produce any evidence that they had to present. I would like to ask whether the gentleman shall produce any testimony and bring out any facts that he wishes to, or whether the journeymen are to do so. I see nothing that has changed the complexion of the case since that time.

Chairman PURCELL.— We do not regard it as of very material consequence which side presents its evidence first, and inasmuch as you have opened your case and stated your points, I think it would be just as well to go on and present your evidence.

Mr. GOMPERS.— With all due respect to the board, we have no objection; but the reason that we have opened is because, from the statements of the other side, we understood that they would take no part in the investigation.

LOUIS HERBRAND, a witness called on behalf of the employés, being duly sworn, testified as follows:

The WITNESS.— I understand English, all that you may say, but in such a particular case I would like to speak my own language. I understand all that you say, but the answer must be very correct.

Mr. GOMPERS.— The witness feels himself in this position that he can not explain himself properly, and might place a word in an improper place, so that an improper construction might be placed upon his words.

Commissioner ROBERTSON.— If he does, you can correct him.

By Mr. GOMPERS :

Q. Give your name and address? A. Louis Herbrand, 213 Forsyth street.

Q. What is your occupation? A. I am a brewer.

Q. Are you a member of any brewers' union? A. I am a member of Brewers' Union No. 1, of New York.

Q. Do you hold any office in that organization? A. I am; I have been secretary of the Brewers' Union two and a half years, and now I am the national secretary of the Brewers' National Union.

Q. The secretary of the National Union? A. Yes, sir.

Q. How long is the Brewers' Union organized? A. The Brewers' Union No. 1 has been organized since 1884.

Q. Have you an intimate knowledge of the organization and its history? A. Of the organization of the union?

Q. Yes. A. Yes, sir.

Q. How long have you been a member of that organization? A. I have been a member since the union has started.

Q. How came it to be started? A. How came it to be started? As we stated in the document here, we started a union to try to get a better position as we had before.

Q. How came it to be started? A. I don't understand you.

Q. Do you remember, about two years ago or thereabouts, that any employing brewers requested you to urge or force their men to join or form a union? A. Yes, sir.

Q. Please relate the circumstances? A. In 1885, if I am sure, our union was strong about sixty members, and one day came Mr. Scharmann, from Brooklyn, and Mr. Katzenmeyer (I guess he is here) and asked me if we were willing to make an agreement with the brewer bosses. Well, I was at that time very astonished to hear something like that from a brewer boss, and we were satisfied with it, and I told those gentlemen that our union is not all together?

Q. Is not well organized. A. Yes; and the gentleman said: "We will attend to that." So, in time we made an agreement, and between that time we organized our union so that every man who works in a brewery became a member of the union.

Q. Was this Mr. Scharmann and Mr. Katzenmeyer? A. Mr. Scharmann and Katzenmeyer, and the next day Mr. Henry Clausen and another brewer.

Q. Three or four of the brewers came to you and asked for the making of an agreement, and when you told them that their men were not organized did they say that would be all right; that they would get their employés into the union? What did you infer or understand from the statement that they would attend to it? A. I understood that the bosses will force the men to get into the union.

Q. Did you make an agreement with those bosses? A. Yes, sir.

Q. Did their employés become members of the union? Did their journeymen brewers become members of tho union? A. Yes, sir.

Commissioner DONOVAN.—Ask the witness whether he knows of his own knowledge, of any employer discharging any employé for refusing to become a member of the union.

By Mr. GOMPERS:

Q. Was there any man either discharged or threatened with discharge by an employer if he did not join the union? Do you know, of your own personal knowledge, that any bosses or any of their foremen or superintendents said to any of their journeymen brewers that they would have to join the union or leave the brewery? A. No, sir.

Q. You have testified that a certain number of employers came to you and said that they desired to make an agreement with the union,

and that when you told them that their employés, their brewers, were not members of the union they said that they would attend to that. I asked you what did they mean by that, and you answered, if my memory serves me, that they would force them into the union.

Mr. UNTERMYER.— He said he understood that.

By Mr. GOMPERS:

Q. I ask you if you know of any one case where an employé was told that he would be discharged if he did not join the union, or that he would have to join the union. A. We have about fifty witnesses here to prove that.

Q. Do you know that fact? A. I heard it afterwards from the employés.

Q. Do you know it, of your own knowledge? Did you hear it? Did you hear a boss or foreman say it? Did you ever see any writing to that effect? A. No, sir.

Q. Did any journeyman brewer tell you that he was forced to join the union?

Mr. Untermyer objected to this question on the ground that it calls for hearsay evidence, and on the further ground that the testimony has no bearing on the causes of the difficulty.

Chairman PURCELL.— We desire to get a full history of this case. Go on. The question asked the witness will simply lead up to the testimony of the witnesses who reported the matter to him.

By Mr. GOMPERS:

Q. I want to ask the witness the question whether any bills posted in the breweries directed the brewery workmen to join the union. A. I can state that not we, but the bosses, were the reorganizers of our union. One brewer on College Point, Hirsch & Hermann was his name, he sent the money in a check for each man, $4.40, to join the union.

Q. Was that the initiation fee? A. Yes, sir; and he had a couple of men in the breweries, working around the city, who refused to join the union; we made objection to the Brewer Bosses' Association, and the answer was that every man who refused to join the union he will be discharged in a couple of days.

Q. What was the result? A. The result was that all came in.

Q. Do you know of any other instance? A. I know we heard a great deal of it after the men were in the union; in the Lion brewery, I believe, there were about forty or fifty men employed, and the boss paid to join the union — paid all the expenses.

Q. What expenses? A. Paid the initiation fee for the whole of them.

Q. What were the wages of the men before the organization?

Mr. Untermyer.—I submit that we should not be required to go into the economic question of the benefits to be derived from labor organizations. My clients are glad to admit that a labor union, properly conducted, is of great benefit to the workingman.

Chairman Purcell.—Do you admit the allegation made in the second clause of their statement that was submitted?

Mr. Untermyer.—Most certainly not. If they can go back and show what the condition of affairs was four or five years ago, why can't they go back twenty years? It is not a question of the right to form a union; it is a question of the abuse of the union.

Chairman Purcell.—We do not think it is necessary to go into anything antecedent to the formation of the union, except what was connected with the formation of the union. What the wages were before that we do not think is material to ascertaining the causes of this controversy.

(A paper was here shown to witness.)

By Mr. Gompers:

Q. Do you recognize this paper? A. Yes, sir.

Q. Please state what it is. A. That is an agreement we made last year.

Mr. Gompers offered the following paper in evidence. It was received in evidence and marked "Employés' Exhibit I."

Agreement.

The members of the Association of the United Lager Beer Brewers of New York city and vicinity, hereby agree with the Brewers' Journeymen Union, upon the following rules, from April 15, 1887, to April 1, 1888:

I. That only members of the union be employed in breweries, one foreman (one for each branch where both ale and lager is brewed), and one assistant foreman excepted. The assistant foreman shall not do brewery workmen's labor, and should such assistant foreman be a member of the Brewers' Union, he shall not be compelled to withdraw from said union. Neither shall any one be appointed as assistant foreman who has been either ignominiously expelled from the union, or whose application for membership has been rejected by them.

II. No workman recommended by a saloon-keeper shall be employed. Employers shall have the right to employ any union man in possession of a card from the Brewers' Union.

III. If a member of the union be expelled therefrom on account of grounds based upon occurrences in the brewery, the employer shall have the right to inquire and ascertain the cause of such expulsion.

IV. Every workman shall be promoted in the various branches of the brewery in case of a vacancy, competency to fill the vacancy satisfactorily being requisite to entitle him thereto.

V. The following shall be considered the grounds for dismissal of workmen:

1. Negligence of his avocation.
2. Refusal to do work assigned to him.
3. Neglect of duty.
4. Drunkenness.
5. Dishonesty.
6. Disrespect to his employer or foreman.
7. Unforeseen occurrences making a reduction of force absolutely necessary.

Any workman once discharged from a brewery for cause, as above, will not be entitled to the support of the union, which will not insist upon his reëmployment.

VI. Should a workman be prevented from work on account of sickness, he shall be entitled to resume his position after recovery, provided his sickness does not extend over four weeks; if over four weeks, but not over two months, he shall be entitled to fill any position assigned to him.

VII. If work be allotted to a workman by his employer or foreman, which he cannot perform without detriment to his health or injury to his body, and he be compelled to attend to these duties, he shall have the right to enter complaint.

VIII. To prevent wholesale discharges of men in the fall, the employer shall make arrangements with his workmen that during certain periods, they shall "lay off" alternately (which shall be done impartially).

In breweries where ten (10) men or less are employed, the four "first" men to participate in the "lay off."

IX. If necessity should require it, the foreman shall have the right to take men from one department of a brewery to work in another temporarily, not to exceed two hours per day, without change of wages.

X. A workman shall have the right to live and board where he chooses.

XI. In a brewery where twenty-five men or less are engaged, one apprentice may be admitted. In those breweries employing more

than twenty-five men, one apprentice may be admitted for every twenty-five men.

Such apprentice shall not be under sixteen or over twenty-one years of age, and shall be instructed in the various branches of the business, in the same brewery, for fully two years, after which he can be admitted into the union, provided he satisfactorily passes an examination.

XII. It shall not be detrimental to the interests of any workman, who has served on any committee or mission in the interests or by direction of the union.

XIII. Working Hours.

1. A day's work shall consist of twelve consecutive hours, inclusive of two hours for meals; the time for meals to be agreed upon in each individual brewery.

2. In case the foreman shall find it necessary to complete certain work, after the ten hours, it shall be finished, providing, however, the same does not take more than fifteen minutes, which will not be considered as "overtime."

3. Six working days shall constitute a week.

4. The hours of work on Sunday shall not exceed two hours, and only such work as is absolutely necessary shall be done within the specified time, with the exception of kreusing.

XIV. Wages.

Payable Weekly.

	Per week.
Apprentice	$9 00
Workmen in wash-house	15 00
First man in wash-house	18 00
Workmen in cellar, fermenting-room and at the kettles	18 00
Malt millers who are employed for that duty exclusively, and coopers represented in the union	18 00

Sunday work to be paid at double usual rate per hour.

Beer shall be furnished to the workmen as heretofore, free.

XV. Each workman, on leaving the brewery, shall, on application therefor, be furnished with a certificate as to his qualification.

XVI. This agreement to remain in force from April 15, 1887, to April 1, 1888.

Arbitration.

In order to overcome any unforeseen difficulties that may arise between workmen and employers, and to settle the same in an amicable way, an arbitration committee shall be organized, to consist of two

members of the Association of the United Lager Beer Brewers and two members of the Brewers' Union, who shall decide such cases. Should they be unable to agree, a fifth member shall be selected, who must be a member of the Association of United Lager Beer Brewers.

The finding of such committee to be final.

It is mutually agreed and understood that no strikes, lock-outs or boycotts are to be ordered or sustained, but all disputes must be left to the decision of the arbitration committee.

For the Association of the United Lager Beer Brewers:

H. B. SCHARMANN,
JOSEPH LIEBMANN,
RICHARD KATZENMAYER.

For the Brewers' Journeymen Union of New York:

HENRY REEG,
CHAS. POMMER,
E. KURZENKNABE,
Secretary.

For the Brewers' Journeymen Union of Newark:

AUG. BAUERNEBL.

LOUIS HERBRAND,
National Secretary.

Q. I see by this agreement that it should terminate on April 1, 1888? A. Yes, sir.

Q. Did you write any communication to the employing brewers informing them that, in consequence of the terminatior of the agreement on the first of April ——? A. Yes, sir.

Q. Have you that letter? A. No; I have not the letter here.

Q. Did you request them to meet a committee of the union for the purpose of drawing up an agreement for another year? A. Yes, sir; I was talking with Mr. Seifert about four weeks before.

Q. Who is Mr. Seifert? A. He is secretary of the Brewers' Association of New York. And Mr. Seifert told me that the committee is not ready yet to arbitrate this.

Q. Did you have any other interview with him? A. Then a few days before the first of April I wrote to Mr. Seifert (I guess the letter is here) how it is with the new agreement for this year.

Mr. UNTERMYER.— All letters that you sent to us we will produce.

Mr. GOMPERS.— All letters that were received by us will be produced.

Q. Did you receive a letter from Mr. Seifert? A. Yes, sir.

(Witness was here shown a letter dated March seventeenth and addressed to the executive board of the United Lager Beer Brewers' Association.)

The Witness.— That is the letter.

The following letter was then offered in evidence. It was received in evidence and marked "Employes' Ex. 2."

National Union of the United Brewery Workmen of the United States,
Office, 213 Forsyth Street,
New York, *March* 17, 1888.

To the Executive Board of the United Lager Beer Brewers of New York city and vicinity:

Gentlemen.— I do hereby take the liberty to kindly request you if your association would be willing to renew the agreements between the Brewer's Union No. 1, of New York, and No. 2, of Newark, and Driver Unions No. 23, of New York, and 24, of Brooklyn, which terms expires on the first of April inst.

The Beerdriver's Union No. 45, of Newark, the Brewery Engineers Unions No. 29, of New York, No 32, of Brooklyn, and No. 37, of Newark, also the Firemen's Union No. 30, of New York and vicinity, which are all the locals of our national union, are also willing to make an agreement with their employers for the coming year, commencing on the first of April.

Hoping that we will succeed this year, as we did in the past, to cause an amicable result, I await your early reply, and remain,

Yours very respectfully.

LOUIS HERBRAND,
National Secretary.

Mr. Untermeyer.— We shall produce the letters sent to us, and we shall ask them to produce all letters sent to them; and in this connection, we shall ask Mr. Herbrand to produce the minutes of the meetings of their organization.

Chairman Purcell.— We will dispose of that when the question arises.

By Mr. Gompers:

Q. You received an answer to that letter? A. Yes, sir.

Q. Will you give about, or as near as you can, the substance of that letter? A. The letter is only a couple of lines: "I received your communication," of the date of this letter here, "and inclosed you will find a circular or manifesto" (this circular here) "in which circular you will find all that you like to know."

Q. Is this the circular you received? (A paper was here shown to the witness.) A. Yes, sir.

Mr. GOMPERS offered the following circular in evidence. It was received in evidence and marked "Employés' Ex. 3."

UNITED STATES BREWERS' ASSOCIATION,
No. 2 IRVING PLACE,
NEW YORK, *March* 26, 1888.

To the Brewery Employés and the Public Generally:

Owing to a lack of unity on one side and concerted coercive action on the other, the brewers in nearly all the large centres of trade submitted to the dictates of the Brewery Workingmen's Union as to the employment, discharge, treatment, compensation and working time of their help. The false position into which the brewers were forced, much against their inclination and better judgment, could not fail to bring its evil fruits, and, after an experience of nearly eighteen months, it has become unbearable. We are, therefore, determined as a body to throw off the onerous burden, and to again assume that legitimate control of our business affairs to which an equitable division of the respective rights and duties of capital and labor entitles us.

In forming this resolution, we do not deny to labor the right to organize — a right which we claim and exercise ourselves as employers; nor do we leave out of sight, or regret, the tendency of the times to secure to the workingman, through united effort, amelioration of his lot. In this we are sincere, and we assure our employés, labor unions and the public generally that we are not governed in our present action by the desire or intention to abridge or to abrogate any fair concession as to hours of labor and recompense therefor which we have made to our workmen under former agreements. Furthermore, the influence of the United States Brewers' Association upon local associations and individual members will be exerted in the interest of brewery employés throughout the country, to the end that no real grievance may go unremedied. Existing agreements not violated by the workmen will be strictly carried out on the part of the employers; but, on their expiration, no new agreements will be made, excepting only individual agreements between employer and employé.

First and foremost, we base this action upon the inalienable right of every man to act as a free agent so long as his actions do not infringe on the rights and privileges of others. The terms of these labor contracts interfere with the free exercise of this prerogative, by

denying to the workman the right to sell his labor when, how and to whom he pleases, and by withholding from the employer the privilege of choosing his help to his liking in the open labor market from those willing to accept his offer of terms and conditions; to hire and discharge his help to suit his own judgment, and to deal with employés according to individual merit. But, apart from this fundamental cause, we have other motives and reasons for our determination to insist, hereafter, in dealing with our employés without the interference of brewery workingmen's unions. The unwonted power conceded to these unions has in innumerable instances been abused for the perpetration of tyrannical exactions and petty, humiliating annoyances. Stipulations have been broken with impunity; men, discharged as objectionable, have been forced back on their employers; and boycott and strike have been rashly threatened and declared, when resistance to such and other irresponsible actions was attempted. On a comparatively small number of men, the leaders in the national and local brewery workingmen's unions, rests the responsibility for the misdirection and willful abuse of the power mistakenly granted to these organizations in the settlement of labor questions. A much graver responsibility, however, do these men assume, when they prostitute their sway over the minds and actions of brewery workmen, by drawing them into affiliation with anarchism, upon which every loyal citizen looks with condemnation and abhorrence.

In view of these facts and considerations we have adopted the following resolutions, to wit:

Resolved, That at the expiration of existing contracts no new agreement shall be made with any brewery workingmen's unions.

Resolved, That we assure our employés and the public that this action is not taken for the purpose of reducing the present scale of wages or lengthening the time of labor, although we are paying to-day, for the hours of work and kind of labor required, higher wages than are paid in any other industry.

Resolved, That we further assure our workmen that, while we recognize their right to secure to themselves all the legitimate benefits to be derived from association and coöperation, we must insist that their efforts in this direction must be limited to that point where they begin to infringe upon the rights of others.

Resolved, That if the carrying out of these resolutions should lead to strikes, we faithfully promise to the workmen remaining with us and to those who take the places made vacant by such strikes, full protection and continuance of employment as long as they perform their duties satisfactorily; and that in making this promise, we state

distinctly that this protection will be extended to all employés, irrespective of nationality.

Resolved, That as law-abiding citizens of this country, we express our abhorrence of anarchism, and protest in the name of the brewers of this country and of thousands of loyal workingmen employed by them, against the injustice of having a stigma attached to our trade, in the public mind, on account of anarchical sympathies manifested by brewery workingmen's unions.

For the purpose of making these resolutions effective, we hereby bind ourselves to mutual support and protection, and reaffirm our adherence to the following pledge :

Recognizing the great importance of mutual protection against attempts of unjustifiable encroachments upon our rights as employers by organized labor, and further recognizing the fact, that the competition among brewers can be made to furnish the strongest weapon against us, we hereby heartily indorse the resolutions adopted by the board of trustees at their meeting in St. Louis on the 19th of May, 1886, and in conformity with such resolutions we hereby promise and agree, and bind ourselves by our signatures to a faithful performance of the covenant, that we shall not take advantage of the misfortune of any competing brewer who is a party to this agreement, and whose business is suffering by reason of a strike, boycott, lockout, or similar consequences of labor troubles ; but shall, on notification by the secretary of the United States Brewers' Association, refuse to furnish beer, ale or porter to the customers of such brewer, and shall request our respective agents to act in harmony with this agreement.

Fully convinced that the course we have adopted is one in the true interests of both employer and employé, we confidently rely upon our workmen and the public generally to sustain us in it.

By order of the United States Brewers' Association, with the concurrence of its affiliated local associations throughout the United States.

WILLIAM A. MILES,
President.

RICHARD KATZENMAYER,
Secretary.

Q. After that letter and circular were received what was the action of your organization and what was your action, by communications or committees of your organization or others, connected with that answer? A. I got to make here a statement that is not in the document you have got here. After I received the communication from

Mr. Seifert I had about three meetings yet with Mr. Seifert, and Mr. Seifert told me that half, a part of the brewers' association, is willing to make a new agreement, and he will try the best that an agreement will be made. I saw Mr. Seifert the first of April three or four times, and on the last day of March he told me that all his labor was without success and he can not do anything more. Well we brought that resolution before our meeting, and it was resolved in that meeting; that resolution says that we are strikers and boycotters and anarchists altogether. All that I wish to know the proofs of that which the bosses say.

Q. The question is what action you, by the direction of your organization, took in connection with this difficulty, and how it originated or how it broke out? A. Well the circular states that a lock-out — that a reorganization will take place of the people. I did not believe that the bosses would act so, and I told to our members to keep still.

Q. I wish you to state what action you took, by direction of the organization, what action the organization took, and what you were informed by the employers, either by letter or word of mouth, that led to the lock-out on the sixteenth of the month? A. Here is the secretary of the union; he knows better than I do. The union was astonished, and a great part of them say: "We go on strike," but we passed a resolution not to go on a strike and to wait for the lock-out.

Q. Did you receive any information that there would be a lock-out? A. Information what I see in the papers.

Q. You say you saw such statements in the press?

Mr. Untermyer produced a copy of the resolutions adopted by the employers' association, printed in both German and English.

Mr. Gompers read the following resolutions and offered them in evidence.

They were received in evidence, and marked "Employés' Exhibit 4."

To our Employés:

At a meeting of the master brewers, held on Tuesday, April tenth, at No. 2 Irving place, the following preamble and resolutions were unanimously adopted:

Whereas, A boycott has been placed upon several of the brewers of this city and vicinity, and the brewery workmen of this city and vicinity having been instrumental in procuring and enforcing that boycott; be it

Resolved, Unless the boycott placed upon our product is raised, and we so notified through the public press by Monday, April sixteenth,

we, the undersigned, shall immediately proceed to reorganize our working force; and be it further

Resolved, That in carrying out the above resolution, we pledge ourselves to maintain, in good faith, any existing contracts with our men.

Q. Did the employers close their breweries to the workingmen on April sixteenth? A. Yes, sir.

Q. How many of them were involved, about? A. So much as I know, between four and five thousand.

Q. Was any boycott declared by any organization in the city of New York before the tenth of April? Was there a boycott placed upon the product of any brewery in the city of New York immediately preceding April tenth? A. Not that I know.

Q. Did the brewers' union ask any organization or people to boycott the product of any brewery in the city of New York and vicinity previous to April 10, 1888? I am speaking of immediately preceding; that is, within a week or two or three, or within a month; did the brewers ask any organization to boycott New York beer before the lock-out took place? A. No, sir.

Q. Has there been any new agreement submitted to the employing brewers' association? A. No, sir.

Q. I see by the agreement it provides for boards of arbitration between the employers and the workmen; that it provides that all matters of dispute shall be submitted to a board of arbitration? A. Yes, sir.

Q. Was that carried out? A. Yes, sir.

Q. How was that board constituted? A. It was constituted of two brewer bosses and two men of the union, and a fifth man, who decides.

Q. Umpire? A. Yes; the umpire must be a brewer boss.

Q. Who were the members composing the board of arbitration for the past year? A. I only remember — for the last year it was Mr. Meyer, Mr. Liebmann, from Brooklyn, and Mr. Hall.

Q. On the side of the employers? A. Yes, sir.

Q. Now state those on the side of the employés? A. It was Charlie Pommer, so far as I know, and our secretary, Ernst Kurzenknabe.

Q. Who was umpire last year? A. So far as I know, Mr Meyer.

Q. Have any differences arisen, within the last year, between the journeymen brewers and their employers? A. Yes, sir.

Q. Of what nature were they as a rule? A. It was from members who were discharged without any reason.

Q. Members discharged without cause? A. Yes; without cause.

Q. How many cases occurred within this past year, about? A. So far as I know, about six.

Q. Were these cases brought to the attention of that board of arbitration? A. Yes, sir.

Q. Did you hear them? A. Yes, sir.

Q. How were the decision in those cases?

Mr. Untermyer objected to the question as immaterial.

Mr. Gompers offered to prove that the only cases that arose were brought to the attention of the board of arbitration, of which the majority were employers, and that the board of arbitration upheld the men in all the cases that were brought before them.

Q. What were the decisions in those cases? A. The decisions were all in favor and were on the side of the union.

Q. The board of arbitration decided in favor of the journeymen brewers? A. Yes, sir.

Q. In each case? A. Yes, sir; so far as I know, in each case.

Q. Did you propose, on behalf of the brewery workmen, that if there were any differences of opinion as to any question for an agreement for another year between the employing brewers and their workmen, those questions should be submitted to arbitration? A. I guess not.

Q. Were there any offers to arbitrate any questions of difference between the bosses and the workmen upon the conditions of a new agreement for another year? A. No.

Q. Did you authorize any committee to make such an offer? did you authorize the committee from the New York Central Labor Union to make any such offer? A. Yes, sir.

Q. Did that committee make any report to you? A. Yes.

Q. Is your organization, at the present time, willing to submit this question of difference between the employing brewers and your men to arbitration?

Mr. Untermyer objected to the question as immaterial.

Chairman Purcell.—That question has no bearing upon the causes of the difficulty which we are investigating.

By Mr. Gompers:

Q. Have the employers at any time brought any question of grievance to the attention of the board of arbitration, as provided for in their agreement? A. Not that I know of.

Q. Have you had any conversation with the boss brewers during the year in reference to the competence of the work, the faithfulness of the work of the men? A. Yes.

Q. Did they ever find fault with the quality of the work done? A. No, sir; it was everything all right.

Q. Were the men ever charged with attempting to run things with too high a hand—that is, did the employers complain that the men in the breweries were too independent? A. No, sir.

Q. Did they ever say that they were indifferent to the work? A. No, sir.

Mr. UNTERMYER.—We very freely concede that the men worked faithfully; our fault is found, not with the men, but with the leaders of the union.

By Mr. GOMPERS:

Q. Did you, as an officer of the organization, do any act that was not directed by the union? A. For myself, you mean?

Q. Yes. A. No, sir.

Q. You always acted under instructions from the men? A. Yes, sir.

Cross-examination:

By Mr. UNTERMYER:

Q. Mr. Herbrand, how long have you lived in this country? A. I came to this country in 1864.

Q, You said you were a brewer by occupation; where were you employed as a brewer? A. I was employed in Pittsburg; I was employed in Lancaster.

Q. When were you last employed as a brewer? A. The last employer was Peter Buckel.

Q. When was that? A. It is about three years.

Q. Your last employment was about three years ago. A. Yes, sir.

Q. Before you were in Peter Buckel's you were in Peter Doelger's, were you not? A. Yes, sir.

Q. What was your work at that time? A. I was a cellar man.

Q. Were you a keg washer at Peter Doelger's brewery? A. I was a keg washer only half a day.

Q. In Buckel's brewery what was your work? A. I was in the wash-house.

Q. When you were in Peter Doelger's brewery there was a strike, was there not? Didn't you go out on strike?

Mr. GOMPERS objected to question. Objection overruled.

Q. While you were at Peter Doelger's was there a strike? A. Not as I know.

Q. Did you go out there? A. I was locked out.

Q. Peter Doelger was boycotted? A. Yes; so much as I know.

Q. You know all about it; he was boycotted because he had some non-union men in his employ? A. Yes; so much as I know.

Q. That is what you think? A. Yes; that is what I think.

Mr. Gompers objected to this testimony on the ground that the question assumes that there was a boycott; and he moved to strike out the answer on the ground that it is not pertinent or proper at this time.

Mr. Untermyer offered the testimony as bearing on the question of how the union was formed and why the employés were asked to join.

Mr. Gompers' objection was overruled and his request was denied.

Q. You left Peter Buckel's about three years ago and you have not been doing any work in a brewery since? A. That is so.

Q. What has been your business since then? A. I was secretary of the Brewers' Union, of New York.

Q. From the time you left Peter Buckel's? A. Yes, sir.

Q. And you get a salary in that office? Yes, sir; fifteen dollars a week.

Q. And expenses, traveling, etc.? A. No, sir.

Q. Don't you travel all over the United States?

Mr. Gompers objected to the question.

Q. Is this a national brewery union? A. As much as I know I am here as a member of Brewers' Union No. 1.

Q. Are you not an officer of the National Brewers' Union? A. Yes, sir.

Q. And that union extends all over the United States, doesn't it? A. Yes, sir.

Q. And you are secretary of the National Brewers' Union. A. Yes, sir.

Q. And that Brewers' National Union has a local union in New York, has it not? A. Yes, sir.

Q. And that local union is called "Brewers' Union No. 1"? A. Yes, sir.

Q. And it has how many other local unions connected with it? About how many? A. Fifty.

Q. The Beer Drivers' Union, is that part of the National Union? A. Yes, sir.

Q. And the Firemen's Union, that is part of it also? A. Yes, sir.

Q. And the National Brewery Union is that a part of the Federation of Labor? A. It is.

Q. It is a branch of the Federation of Labor? A. Yes.

Q. This trouble that we are investigating commenced away out in Milwaukee, didn't it? A. That is something new.

Q. When did the Milwaukee trouble commence? A. You must know that.

Q. Don't you know? You were out there, were you not? A. I was there, yes, sir.

Q. When did it commence?

Mr. GOMPERS objected to the question on the ground that there can be nothing, so far as the employés know, that will connect the New York workmen with the trouble in Milwaukee. Objection overruled.

Q. When did the trouble commence in Milwaukee? A. I don't remember any more, sir.

Q. Try to rake up your memory a little and tell us about when it commenced? A. It was about three or four months ago, so far as I remember.

Q. When were you in Milwaukee in connection with this trouble? A. I can't tell you the right date; about three or four months, so far as I know.

Q. About December, 1887; was it? A. Yes, sir.

Q. And the National Brewery Workingmen's Union had the same form of contract for all the brewers, didn't they? A. No, sir.

Q. You had different forms of contracts? A. Yes, sir.

Q. Were they not all on the same general plan? A. No, sir.

Q. Have you a Milwaukee contract here? A. No, sir.

Q. Don't you know that they are in the same words exactly? A. No, sir; I never saw such a contract.

Q. You don't know whether it is in the same words or not? A. No, sir.

Q. When you went out to Milwaukee your union was boycotting the Milwaukee beer? A. No, sir.

Q. Do you recognize that boycott circular? (A circular was here shown to the witness.) A. I have seen such a circular.

Q. Where did it come from? A. I don't know.

Q. With whom were the Milwaukee brewers having trouble? Weren't they having trouble with the Brewers' Union? A. They were locked out there the same as here.

Q. Before the Brewers' Union were locked out they wanted the Milwaukee brewers to boycott eight malt firms, didn't they? Didn't you write letters to the Milwaukee brewers that they should not take malt from eight different malt firms? A. No, sir.

Q. What did you write? A. You have got the letter here, so much as I know.

Q. There were eight malt firms in Milwaukee that had non-union men, were there not? A. That is what I heard.

Q. Didn't you write a letter that said that there were eight malt firms in Milwaukee that had non-union men? A. Yes; you have got the letter here, so far as I know. (A letter was here shown to the witness).

Q. Look at this letter of November 14, 1887, which is stamped "Louis Herbrand, National Secretary"; that is your stamp, is it not? A. Yes. sir.

Q. Mr. Herbrand, you caused that letter to be sent, didn't you? A. That is the letter that I wrote; yes, sir.

Mr. Untermyer offered the letter in evidence. It was received in evidence and marked "Employers' Ex. A."

Q. Look at the notice I show you and tell me if the red stamp on that is the official stamp of your national union. (A paper was here shown to the witness.) A. So far as I see, that is the same letter.

Q. You had this sent out, didn't you? A. No, sir.

Q. Who sent them out? A. That is the local stamp of Local Union No. 9, of Milwaukee.

Q. Where were those letters printed? A. I could not tell you.

Mr. Untermyer offered in evidence a printed copy of the letter.

Mr. Gompers objected to it on the ground that the witness has denied the authorship of the letter and has denied any knowledge of it.

By Chairman Purcell:

Q. You say that you never signed it? A. No, sir.

Q. Did you authorize anybody to sign it? A. No, sir; this is the first time I ever saw that.

Q. Or anything like it? A. No, sir.

By Mr. Untermyer:

Q. Didn't you have the letter that is in evidence, that was signed by you, printed? A. No, sir.

Q. This is an exact copy of your own letter; didn't you send a copy of it to Milwaukee? A. I sent a copy of this letter to Secretary Elsner, of Milwaukee, but I did not say that he should print such letters.

Q. You gave him no authority? A. Gave him no orders about it at all.

Q. Did you know that he was sending printed copies of this letter all around the country? A. No, sir.

Q. How many printed copies of the letter did you send around? A. Not any.

Q. How many written copies did you send? A. I don't know; I can't remember any more.

Q. What parties did you send written copies of this letter to? A. I sent one to the Brewers' Association, of New York.

Q. When you went to Milwaukee in December, 1887, you found a great deal of trouble between the brewers of Milwaukee and their employés? A. Only in one brewery.

Q. Only in the Philip Best brewery? A. Yes, sir.

Q. Did your contract with the brewers compel them to buy only union malt? A. No, sir.

Q. What right had your association then to say to these brewers that they should buy none but union malt; that they should not buy malt from any of those eight firms? A. That letter was never enforced; if you can bring me a brewery boss in New York city — in New York I say now — that had any damage in that question of malt, I have got the proof here.

Q. What right had your national association to tell the Milwaukee brewers that they must not use that malt? A. I did not say that.

Q. Now, you understood, didn't you, that the Milwaukee brewers were being notified that the workmen in their breweries would not handle, and would not make up into beer, any malt of those firms? A. There is no brewer in the United States, except Milwaukee, who had any trouble on account of malt.

Q. Your union wanted to prevent Milwaukee brewers from buying their malt from those men? A. I can only state that a letter was sent to the Brewers' Association here in New York.

Q. You say you sent a copy of the letter you sent to the Brewers' Association here to Milwaukee, to the secretary there? A. Yes.

Q. This letter that I have here is an exact copy; did you want, by that letter, to prevent the Milwaukee brewers from buying malt from those eight firms? A. It does not say that.

Q. What did you mean by saying that your men would not handle that malt? A. Because the men in the eight malt-houses were on a strike, so far as I know.

Q. What did you mean by stating to the Milwaukee brewers that your men would not handle the malt made by those eight firms? A. All that I can state is just that after we had no trouble about the malt; one week after I wrote this letter to Mr. Seifert, I stated to Mr. Seifert that the resolution we passed about that malt is laid by our executive board on the table.

Q. All the men in the Milwaukee breweries were in your union, were they not? A. Were in the Milwaukee union.

Q. And if they would not handle the malt of those firms, the malt could not be used in those breweries, could it? A. Yes, sir.

Q. Could it be used in those breweries anyway? A. Why not?

Q. Who would make it up into beer? A. The Philip Best Brewing Company; he got about sixty men who do not belong to the union.

Q. But before that they had none but men who belonged to your union, and if they would not handle this malt it could not be handled in the breweries, could it? A. No, sir; he would have to get other men.

Q. And if they got other men and handled that malt they would be boycotted, wouldn't they? A. I don't boycott anybody.

Q. Who does the boycotting for your organization? A. I don't know.

Q. Where is the book of minutes in which you keep the minutes of your meetings? A. I got only the minutes of the executive board of the National Brewers' Union.

Q. And who has the minutes of the local union of New York? A. Here is our secretary.

Q. Mr. Kurzenknabe? A. Yes, sir.

Q. You will bring those books down, won't you? A. Yes, sir.

Q. You never heard of your union boycotting any brewer? A. I heard; yes.

Q. But you never knew what was going on, did you? A. What is that?

Q. You say you have heard of your union boycotting brewers; do you know how that was done? Do you know how your union managed to boycott a brewer? A. You mean the union of New York?

Q. Any one you please that you belong to; how did they manage to do it? A. If a union boycotts a brewer in Milwaukee or some other place, I am not responsible for that.

Chairman Purcell. — That is hypothetical. What we want to know is how your union boycotts a brewer in New York.

Mr. Gompers objected to the question on the ground that the counsel assumes that the Journeymen Brewers' Union has boycotted some brewer in New York, while there is no evidence to prove any such boycott.

By Mr. Untermyer:

Q. You said you were in Milwaukee in December, 1887. Do you know Mr. Zinn? A. Yes, sir; I guess I saw him there.

Q. A Milwaukee maltster; one of the favored eight; don't you know him? A. Yes.

Q. Did you have a talk with Mr. Zinn in Milwaukee while you were there? A. We had a meeting there together, yes, sir.

Q. Did you tell Mr. Zinn, in substance this: did you tell him, holding up your fingers, that there were ten fingers, or eight fingers and two thumbs, and that each finger represented two thousand men, and that you could pull twenty thousand men on or off as you wished? A. No, sir.

Q. Did you say that each one of your fingers represented two thousand men, and that you could pull them off or on as you wished? A. I can not remember that.

Q. Did you say that the fuse, the flame, was started in Milwaukee, and that you were going to spread it through the country? A. I don't remember that.

Q. Will you swear that you did not say that? A. No, sir.

Mr. GOMPERS stated that the witness did not understand the question.

Q. You had a talk with Mr. Zinn in Milwaukee, didn't you? A. Yes.

Q. And didn't you tell Mr. Zinn that the flames had been started in Milwaukee, and that you were going to spread them over the country? A. The whole conversation was in German in Milwaukee, and I refuse to say furthermore before I can make my statement in German.

Q. Were you at a meeting of all the Milwaukee maltsters? A. Yes.

Q. Mr. Zinn was the chairman? A. So far as I know, he was.

Q. You made a speech there, didn't you? A. I made no speech in that meeting.

Q. Didn't you say something? You talked? A. I talked.

Q. Didn't you say that that fight was going to spread all over the country? Didn't you say, at that meeting of maltsters, that this fight was going to spread all over the country? A. If you will tell me the words in German that I used I will answer that.

Q. Didn't you say that in substance? Didn't you say about that; that this fight was going to extend all over the country? A. I don't understand that.

Q. In that meeting of Milwaukee maltsters didn't you write down what your conditions would be if you did not make a fight? A. I wrote something down. (A paper was here shown to the witness).

Q. Is not that what you wrote down? It is signed by you, is it not? A. Yes; that is my writing. That is very correct; I would like to see it translated into English.

Mr. Untermyer offered the following paper in evidence. It was received in evidence and marked "Employers' Ex. B."

Milwaukee, *November* 4, 1887.

The undersigned promises, in the name of the National Brewers' Union of the United States, as follows:

That, when the malt-house proprietors of Milwaukee, Wis., shall have agreed to the demand of Brewer's Union No. 9, that the wages shall be $60 per month, ten hours to constitute a day's work, the National Union will, at their own expense, immediately undertake the organizing for the raising of wages in the malt-houses in the State of Wisconsin, and will with all vigor press this matter through. In addition, I promise that in case of the acceptance of the above terms, the Milwaukee malt shall be given out to be Union malt throughout the entire country.

LOUIS HERBRAND.

Q. This letter you sent to Mr. Seifert, of the New York Brewers' Association, in which you said that your men would not handle any malt of those eight maltsters, is dated November 14, 1887; now you had a contract from April 1, 1887, to April 1, 1888, didn't you? A. The local union had a contract; yes, sir.

Q. What is there in that contract which justifies you or gave you the right to tell the Brewers' Association that you would not handle any malt they wanted you to handle? A. What for was the committee on arbitration in the contract?

Q. What is there in that contract which gave you the right to tell the New York brewers that they should not handle this malt? A. If the brewer bosses believe there is something wrong between the men and the Brewers' Association there can be an arbitration of it before the arbitration committee.

Q. Before there can be an arbitration there must be a controversy; what was there in that contract which gave you a right to refuse to handle this malt?

By Chairman Purcell:

Q. Is there any provision of the contract which gives you authority to write that letter? A. The letter was written about a week, and I saw Mr. Seifert, and I told Mr. Seifert that what I wrote is not official any more, and no trouble at all was in this city about this malt.

Q. But it was official at the time you wrote it — was there any provision in that contract which gave you authority to write that letter? A. I was directed by my national executive board to do it.

Mr. UNTERMYER.—Well, you run the national executive board.

Chairman PURCELL.—That does not answer the question. Do you regard that contract as authorizing any such condition as is contained in your letter?

By Mr. UNTERMYER:

Q. Is there anything in that contract that gave you the right to refuse to handle any kind of malt? A. This contract has nothing to do with the national executive board.

Q. You mean to say that after you make a contract with the local union the national executive board can make the brewer do something that the agreement with the local union does not provide that he shall do; is that so? A. I want you to talk German.

Q. Didn't you know that that notice to the brewers of New York was a violation of their contract with you? A. I said, before I was sitting on this chair, I want a man who understands my language; the case is very particular, and I want to make my statements in German.

Chairman PURCELL.—I think the witness can very readily answer that question as to whether he regards the contract as authorizing his union to make this new condition as to whether certain malt should be used.

By Mr. UNTERMYER:

Q. Didn't you know that you had no right, under your contract, to demand what you did demand in that letter? A. The national executive board hadn't a contract with the bosses.

Q. That is the reason that you did it, wasn't it? A. Yes, sir.

Q. And when you wrote that letter you knew it was a violation of the agreement between the brewers of New York and your union? A. I did not send that letter from Brewers' Union No. 1.

Q. You sent it from the Brewers' National Union? A. Yes.

Q. And you had been sending it all over the country? A. Well, I see only one here.

Q. You sent others, didn't you? A. I sent about five or six or ten; I can't remember exactly the number.

Q. Into what cities did you send them? A. I can't remember no more.

Mr. UNTERMYER stated that he wished the Board to direct this witness to produce the minutes of the meetings of the National Brewers' Union and of the local brewers' union during the period covered by this investigation; and also letter-press copies of the letters which were sent to the brewers.

Mr. Gompers stated that they had no objection to that, but that they did object to producing the records of the last twenty years.

The Board then took a recess till 3 o'clock P. M., at which time the cross-examination of this witness was continued, as follows:

Q. Mr. Herbrand, who is the President of the Federation of Labor? A. Samuel Gompers.

Q. Mr. Gompers, who appears here for you? A. Yes.

Q. Is your union a secret, oath-bound organization? A. Every local union has its own rules.

Q. Your union I am talking of. A. What union do you mean?

Q. Well, either one of your unions? A. We have got a union in St. Louis that belongs to the Knights of Labor.

Q. Is that your union? A. Yes.

Q. The National Brewers' Union, is that oath-bound? Don't your members have to take an oath when they come in? Don't they have to swear? A. Certainly.

Q. When you started your union did you start with a red anarchistic flag? Did you get a red flag?

Mr. Gompers objected to the question.

Mr. Untermyer stated that the brewers were opposed to being longer connected in their dealings with pronounced anarchists who, in their meetings, pronounced the Chicago executions to be judicial murder, and who compelled the workmen in the breweries to turn out at night to express their disapproval of those executions; that the brewers did not wish to be longer associated with men who are secretly plotting against the institutions of this government.

Mr. Gompers objected to such evidence, on the ground that it was intended simply to prejudice the minds of the members of the Board against the journeymen brewers because they, or some of them, expressed their disapproval of what they considered was a wrong; he claimed that the workmen were as loyal citizens of this country as any of the brewers.

Mr. Untermyer said that Mr. Gompers was unfortunate in being president of the American Federation of Labor, which issued a circular, which he had in his possession, condemning the execution of the Chicago anarchists as judicial murder, and threatening revenge.

Mr. Gompers replied that he had never seen such a circular; that he never signed it; that it was not issued by him; that it was not suggested by him; and that the circular which he believed was referred to by Mr. Untermyer was issued by an organization that is in no way connected with the American Federation of Labor.

Chairman PURCELL.— We are of the opinion that if the counsel alleges that this is one of the causes that led up to the locking-out of the men, and he will connect their organization with it, he should be allowed to do so.

Mr. UNTERMYER.— I don't wish this Board to assume a position in consequence of any statements which I will not be able to substantiate. We shall be able to prove that this gentleman is the editor of a labor organ which is engaged in publishing the most inflammatory resolutions of this kind; that they have adopted resolutions disapproving of those executions; and I believe that we will show that they are anarchists.

Commissioner ROBERTSON.— When you say "they," who do you mean?

Mr. UNTERMYER.— I mean the leaders of the organization, the men who have the money in their pockets.

Commissioner ROBERTSON.— If you can connect the organization with it it will be competent proof, but if you prove that an individual member of the organization has done it it will not be competent proof. It must be some act of the organization or I don't think myself that it will be competent. You must connect the organization with it or show that they were the promulgators of it.

Mr. UNTERMYER. — We can show that the men marched in this procession, and we can show the utterances of this paper, which is edited by one of their leaders.

Chairman PURCELL.— Any proof that you might offer would have to be connected with the organization of the men. It is competent to prove any fact that you can connect with the men.

By Mr. UNTERMYER:

Q. Did you start with a red flag? A. No, sir.

Q. You never had a red flag, did you? A. No, sir.

Q. You did not swear these men in the organization with a red flag? A. I swore them on a flag of about five or six colors.

Q. Was it a United States flag? A. No, sir.

Q. What nationality or what character was this flag which you used in swearing the men in this organization? A. I will say that the flag was ordered and paid for by the union.

Q. What is that flag? A. It is a flag that is a red, a green, a yellow and all the colors; it is a flag with Gambrinus on and the malt and hops.

Q. Who has that flag? A. Brewers' Union No. 1.

. What man has charge of that flag? A. No particular man has charge of that flag.

Q. Where is that flag? A. In our room, 213 Forsyth street.

Q. You live there, do you? A. Yes, sir.

Q. With your family? A. No, sir; that is my office there.

Q. Where do you live? A. 213 Forsyth street.

Q. Where does your family live? You have your office there and live there? A. Yes, sir; up stairs, two flights higher than where the red flag is.

Q. How long had you been in this country when you went into a brewery? A. About twenty-four years.

Q. Did you go into the brewery business as soon as you came to this country? A. Yes.

Q. Right away? A. Yes, sir.

Q. How long does your organization require a man to be in this country before he can join the union? A. Right away.

Q. As soon as he lands? A. Yes, sir.

Q. They do not require him to be six months in this country before he joins the union? A. No, sir.

Q. Have you a copy of the by-laws of this organization? A. It may be the secretary has one.

Mr. GOMPERS.— We will produce it and we will produce the flag of Union No. 1.

By Mr. UNTERMYER:

Q. You know the day the Chicago anarchists were hanged? A. Yes, sir.

Q. Do you know Mr. Most? A. Yes; I saw him once.

Q. Do you edit the *Brauer Zeitung?* A. Yes, sir.

Q. And you know what goes into that paper? A. Yes, sir.

Q. Do Mr. Most's speeches go into that paper? A. Yes, sir.

Q. Why did you do that? A. I have seen the same speeches in the *Herald* and *Staats-Zeitung*, too.

Q. Did you write editorials on the speeches? A. Yes; sometimes I do.

Q. You say you have seen Most's speeches in the *Staats-Zeitung?* A. Yes, sir.

Q. You know you have? A. Yes, sir.

Q. When was that? A. I will see the reports when Most always speaks.

Q. The night when the Chicago anarchists were hanged did you hold a meeting? A. We did not hold a special meeting.

Q. You held a meeting, didn't you? A. We hold our regular meetings every two weeks, every fourteen days.

Q. Was that on the day that the Chicago anarchists were hanged? A. I don't remember that any more; the secretary is here; ask him for it.

Q. Did you go with the men marching that night through the streets? A. Yes.

Q. All the men of your union? A. Yes, pretty near all.

Q. Who ordered them to come out and march that night through the streets? A. That was a resolution passed at the last meeting.

Q. Of Brewers' Union No. 1? A. Yes.

Q. That resolution is in the books, isn't it? A. So much as I know.

Q. What was your purpose in having the men parade the streets the night of that hanging? A. I can't say, only what I think.

Q. Do you know what the purpose of the organization was in parading around the streets that night? A. It was every man's free will.

Q. Who called them together? A. We did not hold a special meeting for that case.

Q. How did it come that the men all happened to get together and march that night? A. How can I tell you that?

Q. You don't know, do you? A. Yes, I do.

Q. Then why don't you tell me? A. It was a meeting held the Sunday before, and a resolution was passed that the Brewers' Union No. 1 go with the parade.

Q. Who asked that that resolution be passed by your union — what other union? A. It is so long ago I can't tell.

Q. Were you in the procession? A. I was in the procession.

Q. You saw the different signs and flags that were carried? A. I saw different signs and flags, but we had no signs at all.

Q. There were no signs carried by any of the men from your union? A. Not that I know of.

Q. Did not the men from Beadleston & Woerz's carry Beadleston & Woerz's flag in that parade? A. That is more than I know.

Q. Where did the men meet that night? A. There was no meeting at all that night.

Q. Where did they start from? A. From 213 Forsyth street, from the office of the union.

Q. Who was at the head of the parade of your union — who started it? A. What was it?

Q. You were the leader? A. Yes, sir.

Q. Did you send out any written notices for the men to be there at that time? A. No, I did not.

Q. And the resolutions that were passed the Sunday before you had

that parade were resolutions of sympathy with the men who were adjudged guilty of murder? A. That I could not say; it was every man's free will to come or not.

Q. Did every man come? A. Not at all.

Q. How many stayed away? A. I can't tell you.

Q. Don't your books show what men were absent? A. No, sir.

Q. Are your men fined for being absent from a meeting? A. No, sir.

Q. They are never fined; you are sure about that, are you? A. If we want to we fine them.

Q. What induced you to parade that night?

Mr. Gompers objected to the question as immaterial.

Chairman Purcell.—It seems to us that his individual motive is not material. We will receive proof of the fact that there was a parade, and that resolutions were adopted.

Mr. Untermyer asked that the other side produce that resolution, and Mr. Gompers agreed to do so, if possible.

Q. Don't the resolutions of your union show money contributed to the defense of the anarchists? A. Yes, sir; we did.

Q. How much did you contribute? A. So far as I know, about fifty dollars.

Q. Fifty dollars is all that your union contributed? A. That is what the local union contributed.

Q. Your local union contributed only fifty dollars, did it? A. You can ask our secretary about that; that is all I know.

Q. How much did your national union, of which you are secretary, contribute to that defense? A. Not a cent.

Q. They called on all the locals to contribute, didn't they? A. No, sir; we made no call.

Q. Did all the locals contribute? A. I don't know.

Q. You don't know? A. No, sir; because each local has its own rules.

Q. You are the secretary of the national union, and I want to know if you don't know that all the local brewery unions contributed to the defense of the Chicago anarchists? A. No, sir.

Q. You don't know about it? A. No, sir.

Q. How much was raised, in amount, in the brewers' unions towards that defense; how much did they gather together? A. So far as I know, once fifty dollars.

Q. You only know of your local union raising fifty dollars? A. Yes, sir.

Q. How much was raised from all the local unions? A. That is more than I know; I can't tell you.

Q. Did your union contribute to the support of the widows of the hanged anarchists? A. Yes, sir.

Q. How much did you contribute to the support of the widows? A. I don't know; a couple of hundred dollars, I think.

Q. But you did not sympathize with those men, did you?

Mr. GOMPERS objected to the question.

Q. Your union does not sympathize with the anarchists' movement, does it? A. I don't know.

Q. You don't know of the different resolutions they have passed on the subject, do you? A. I don't know anything about a resolution at all.

Q. Who prepares the resolutions that are brought before your union? A. I did not see a resolution.

Q. You often have resolutions passed at the union, don't you? A. I am not all the time in the meetings of Local Union No. 1.

Q. Where are you? A. I am at home.

Q. Your duties are to attend to the national union and the local union? A. No, sir; only the national union.

Q. Your national union passed resolutions of sympathy for the anarchists, didn't it? A. I don't know; it may be.

Q. I ask you if they passed resolutions of sympathy for the hanged anarchists? A. I remember that a resolution was passed for the widows and the children of them.

Q. You know that before they were hanged your union passed resolutions, don't you? A. I guess you will find all the resolutions that were passed in the book.

Q. Who has those books? A. The secretary of the union has it.

Q. You are the secretary of the national union, are you not? A. Yes, sir.

Q. Are the books at the headquarters of the union on Forsyth street? A. That book is in the control of the national executive board.

Q. Is that book in the safe on Forsyth street? A. It may be.

Q. Don't you know where that book is? A. Yes, sir.

Q. Is that book in the office safe? A. No, sir; it is not in the safe.

Q. Where is the book? A. It is in the office, in the secretary's room, as far as I know.

Q. At Forsyth street? A. Yes, sir.

Q. Did you ever see a circular like that before of the federated unions of New York? (The witness was here shown a circular pasted in a scrap-book.) A. I can't remember.

Q. You can't remember whether you ever saw it before? A. I can't remember.

Q. Do you know a paper called the *Arbeiter Lehrer*? A. No, sir.

Q. Do you know Mr. Wilzig? A. Yes, sir; I know him.

Q. Mr. Wilzig edits a paper, doesn't he? A. Mr. Wilzig is a saloon-keeper, as far as I know.

Q. Where does he live, 642 East Fiftieth street? A. I don't know.

Q. Haven't you been there? A. Only once.

Q. Weren't you there more than once? A. I was there twice; only twice.

Q. Your National Brewery Union is a part of the Federated Trades, isn't it? A. There are 600,000.

Q. Your union is a part of it, isn't it? A. Yes, sir; we are a part of it.

Mr. Gompers objected to this testimony. He stated that the organization of which the counsel spoke in putting the question is one entirely different, and that this name was usurped. That it is the title taken by an organization with which they have no connection; and that the article referred to emanated from the Federated Trades of New York and not from the American Federation of Labor, which is an entirely different organization.

Q. This Wilzig to whom you refer is Paul Wilzig? A. Yes, sir.

Q. He is the man who was convicted of the Theiss boycotting and sentenced, isn't he? A. That is what I heard.

Q. Who is Ernest Bohm, corresponding secretary of the Central Labor Union; you know him, don't you? A. Yes, sir.

Q. You are a branch of the Central Labor Union, are you not? A. Yes, sir.

Q. Did you make complaint to the Central Labor Union, on behalf of your local union, that the brewers were using Schwartzwelder's kegs, which were not union kegs? A. You will have to ask our secretary about that.

Q. You know all about it, don't you? A. No, sir; we were against the Schwartzwelder boycott.

Q. Don't you know that you complained to the Central Labor Union that the brewers were using Schwartzwelder's kegs? A. No.

Q. The Central Labor Union is fighting your fight with the brewers now, isn't it? A. So much as I heard.

Q. So far as you have heard; you don't know anything about it? A. Oh, yes, I do.

Q. Were you before the Central Labor Union about this trouble? A. Yes, sir.

Q. And you were present when they passed the boycott resolution? A. No, sir.

Q. You were not there at that time? A. No, sir.

Q. You asked them to do it, didn't you? A. I was not there at the time that resolution was passed.

Q. You asked them to pass them, didn't you? A. The secretary and the arbitration committee of our organization did.

Q. Are you a member of the arbitration committee of your organization? A. No, sir.

Q. Did you get them to ask for a boycott?

Mr. GOMPERS objected to the question on the ground that it assumes that there is a boycott, while there is no evidence to support such an assumption.

Q. You know this notice, don't you? (A paper was here shown to the witness.) A. That is the first I see.

Q. Never saw that before either, did you? A. No, sir.

Q. Never saw any like it? A. No, sir.

Q. Don't you know that the Central Labor Union were trying to force the brewers not to use Schwartzwelder's kegs? A. I saw the reports in the papers.

Q. That is all you know about it? A. Yes, sir.

Q. And the Central Labor Union has authority over your organization? A. No, sir.

Q. Don't you get your charter from them? No, sir; no charters at all.

Q. You are a part of that body, are you not? A. Yes, sir.

Q. Did your union issue that circular in April, 1886? (A printed circular was here shown to the witness.)

Mr. GOMPERS objected to the question on the ground that this circular is antecedent to the present trouble and is not material to this investigation.

Mr. UNTERMYER stated that he offered this evidence for the purpose of showing the exactions the union was making, and threatening to make, at various times. Objection overruled.

Q. You recognize that? A. Yes, sir; that is my name.

Q. You recognize that? A. You see my name there.

Q. The first demand you made on the brewers in April, 1886, was as follows: "That only members of this union be employed in breweries;" at that time did the Knights of Labor have a firemen's union and an engineers' union? A. It was, so much as I know an engineers' union.

Q. They had an engineers' union? A. Yes, sir.

Q. And many of the breweries had Knights of Labor engineers in their employ, did they not? A. Yes; so much as I know.

Q. This is your demand in April, 1886; this includes all coopers,

engineers, watchmen, firemen, drivers — in fact all branches represented in a brewery; now you knew, didn't you, that if the brewers should allow that demand they would have to discharge their Knights of Labor engineers and firemen, didn't you; is not that your demand? A. Yes, sir.

Q. Now if the brewers allowed that demand they would have to discharge all their Knights of Labor engineers and firemen, would they not? A. At that time we were Knights of Labor, too.

Q. In 1886 you were Knights of Labor, too? A. Yes.

Q. When did you cease to be Knights of Labor? A. It was, so much as I remember, last year.

Q. Last year, 1887; now I want to ask you whether this red seal on the paper I show you is the seal of the National Brewery Union; that is genuine, isn't it? A. Yes; that is correct.

Q. The black seal is the seal of your local union, isn't it? A. Yes, sir.

Q. This was printed by your association, wasn't it? A. Yes.

Q. And in 1888 you were not Knights of Labor, were you? A. No.

The contract of April, 1886, was then offered in evidence by Mr. Untermyer. It was received in evidence and marked "Employers' Ex. D."

Q. In 1888 you had a local union of firemen, didn't you — the Central Labor Union? A. Yes, sir.

Q. And an engineers' union? A. The firemen's union, so far as I know, belongs not to the Central Labor Union; neither does the engineers' union.

Q. Where does that belong? A. I don't know.

Q. Haven't you firemen and engineers that are members of your union, of the National Brewery Union? A. Yes, sir.

Q. And the Knights of Labor have also a firemen's and engineers' union? A. Yes, sir.

Q. Now, the first demand of your agreement in 1888 is this: "Only members of the National Union of the United Brewery Workmen of the United States, who can show a card of membership of their local union, will be employed in breweries"? A. Yes, sir.

Q. Didn't you know that if they signed that paper they would have to discharge their Knights of Labor engineers and firemen? A. We never presented such a contract to the brewers' association.

Q. Do you know how it came into our possession? A. I gave a few copies of it to members of our union for an exemplar.

Q. Did you have it printed for fun? A. Yes, sir.

Q. Did you have it printed for the fun of the thing or to present to

the bosses and have it signed? A. No; we never presented it to the bosses' association.

Q. What did you have it printed for? A. To make up our minds, and then to lay before the bosses.

Q. You wanted to lay it before them so that they would sign it, didn't you? A. Yes, if they asked for it.

Q. And you knew if they signed that they would get into trouble with the Knights of Labor, didn't you? A. No, sir.

Q. They had Knights of Labor firemen and engineers in some of the breweries, didn't they? A. Yes, sir.

Q. And didn't you know that if they signed that contract they would have to discharge them? A. No, sir; we had that all the time.

(A paper was here shown to the witness.)

Q. Is that the seal of your union? A. Yes, sir.

Q. And who had that printed? A. The firemen, I suppose.

Q. Wasn't that printed at the same place that the other one was? A. Yes, sir.

Q. In this agreement you demand that only members of the National Union of the United Brewery Workmen of the United States shall be employed in the breweries; you never wanted the employers to sign such a contract, did you?

Mr. GOMPERS objected to the question.

Q. Did you ever want the brewers to sign such a contract? A. If they would sign them; yes, sir.

Q. Who did you ever ask to sign it? A. Of the brewers' association, no one.

Q. Has George Bechtel signed it? A. Yes, sir.

Q. Has not the Knickerbocker Brewing Company signed it? A. Yes.

Q. And every man that signed it you have advertised his beer as union beer, haven't you? A. We advertised them as union beer.

Q. And those that didn't sign it, you advertise them as scab brewers, don't you? A. Where is that?

Q. Don't you do it? Where was the paper that I now show you printed in German and in English? (A paper pasted in a scrap book was here shown to the witness.) A. That is the resolution passed by the Central Labor Union.

Q. Where was that resolution printed? A. I could not tell you, sir.

Q. Is there a printer's shop right in the rear of 213 Forsyth street? A. Yes, sir.

Q. Who is the proprietor of it? A. It is the East Side Printing Company.

Q. Who is the proprietor? A. Schoer.

Q. He is in the city, isn't he? A. Yes, sir.

Q. Is that your printing shop or his printing shop? A. Schoer's printing shop.

Q. Didn't he print that? A. So much as I know.

Q. Who paid for it? A. I don't know.

Q. Who paid for it? A. I don't know; I did not pay for it.

Q. He printed that for your organization, didn't he? A. He printed that for organized labor.

Q. Organized labor is represented by the National Brewery Union? A. By the Central Labor Union.

Q. Every man that did not sign your contract, he is in black letters there, isn't he? A. Yes, sir.

Q. How many of those did you have circulated in New York? A. I don't know.

Q. Weren't they taken from your place? A. No.

Q. They did not come from 213 Forsyth street? A. Certainly; it comes out of the printing office.

Q. Didn't they come from your headquarters?

The paper referred to was offered in evidence by Mr. Untermyer; it was received in evidence and marked "Employers' Exhibit E."

Q. Who composed this production? A. That resolution?

Q. No; not the resolution, but what goes ahead of the resolution?

Mr. Gompers moved to strike out all testimony bearing on this document, on the ground that it is the production of somebody or some person after the lock-out occurred.

Chairman Purcell.— We are investigating the controversy that now exists. What transpired before the discharge of the men we regard as most important, and on that we want all the information we can get, but we do not entirely exclude what transpired since.

Q. Who had that document printed?

(Another paper was here shown to the witness.)

Mr. Gompers objected to the question, on the ground that it refers to a document that was issued after the lock-out occurred.

Chairman Purcell.— If it has a bearing on the controversy it is material.

Q. That was printed at the East Side Printing Company's, too, was it not? A. Yes, sir.

Q. And the National Brewers' Union issued it? A. Yes, sir.

Q. They paid for it? A. Yes, sir.

Q. How many did they have printed? A. About 2,000.

The following paper was offered in evidence by Mr. Untermyer. It was received in evidence and marked "Employers' Exhibit F:"

NATIONAL UNION OF THE UNITED BREWERY WORKMEN OF THE UNITED STATES.
OFFICE 213 FORSYTH STREET, NEW YORK.

To the Saloon-Keepers of New York and Vicinity:

GENTLEMEN.— The daily press, as well as the representatives of your brewers, will certainly have informed you that the "pool" of the boss brewers has forced upon the brewery workmen a hard struggle, threatening their very existence and the acquisitions made within the past years.

As you well know, since beer is brewed by gigantic dimensions, the life and sorrows of a brewery workman have become the hardest and most pitiable of the toilers.

Within the last two decades, when our trade has been most wonderfully developed in this country, the boss brewers have used and treated their workmen in a cruel and heartless manner, which scorned every sense of justice of a human being in intercourse with his fellow-men, and was fit to degrade these workmen to mere beasts.

Beginning at 12, 1 or 2 o'clock at night-time, these workmen (brewers as well as drivers) were kept at hard labor, in the wet and cold, receiving poor wages. The day of recreation for the brewery workman was Sunday, on which day he was kindly permitted to only work half a day and a quarter of a night, instead of a "full" one, so that he might at least once a week be able to rest and enjoy his life.

By means of repeated strikes, the brewery workmen have tried to rid themselves of this tyranny.

The sensible workmen, and those not intoxicated with lethargy, have often been grieved to death to look at the employers how they heaped riches upon riches, and at the same time knowing the sad fact that their slaves with families physically and morally perished in untold misery.

This sensible part of the brewery workmen has at all time nothing left undone to turn this outrage to the better; but all endeavors, all those strikes of the brewery workmen were in vain, for the labor market is always overcrowded, and the money-bags of the boss brewers much too plentiful.

A few promises sufficed to entice the workmen to work again, purposing by their promise that it should be broken at the earliest opportunity.

Not a single case can be recorded where the employers have kept their word with their employés.

For a week or two, sometimes a month, they pretended to keep their promise, but then all was over, and the workmen were again enslaved and utterly at their mercy. Two years ago the general labor movement also bettered the condition of the enslaved brewery workmen, in so far as the boss brewers, fearing a retaliation by organized labor for the shameful treatment of their employés, offered a compromise *on their own* account. It consisted in making a mutual agreement, in writing, in which hours of labor and scale of wages were to be stipulated. This agreement was made, and for fully two years it worked to mutual satisfaction; not the least disturbance happened; the workmen were satisfied with their lot, and even many proprietors of breweries never wished back the former time, because *the union* had brought order and discipline in the breweries, as well as good and conscientious workmanship by men understanding their trade.

But the workmen should not too long enjoy a human treatment and tolerable existence; the bosses now long for the return of the old conditions, and in a circular just issued they refuse to sign any more contracts with our organization. They refer to the right of their organization to act accordingly, and refuse the workmen recognition as an organized body. They accuse us of having broken our contracts; *it is a lie.* They say we wanted to force them where to buy their malt, hops, barrels and coal; *this is an infamous lie,* for we have not yet been asked for our wishes, and *not a single contract* has been produced to the brewers' association. What the boss brewers purpose is the following:

First. Reëstablishing the former enslaved condition of their employés.

Second. Monopolizing the beer so that the saloon-keeper will also be their silent tools, in which they have partly been successful by not allowing a saloon-keeper to buy his beer from another brewer if he is not satisfied with his present one.

This is the individual freedom, as boss brewers explain it. Unlimited power for them, on account of their millions; slavery to those who are poor.

Organized labor has taken up the battle against this enslavement, and it will lead it to the bitter end. The National Union of the Brewery Workmen, therefore, requests all saloon-keepers, not only of New York and vicinity but of the whole country, to unite with us in fighting all what is called "pool" or "trust," in order to extinguish the most shameful system of spoliation.

Should you agree with us, please send your name and address to our headquarters, 213 Forsyth street, New York. Correspondence will cheerfully be published.

Yours respectfully.

NATIONAL EXECUTIVE OF THE UNITED BREWERY WORKMEN OF THE UNITED STATES.

Q. Who distributed them for you? A. Some men.

Q. I want to know who distributed them? A. I don't know the names now.

Q. You can't remember their names? A. No, sir.

Q. How many men distributed them? A. Four men.

Q. What organization were they members of? A. Members of Local Union No. 1.

Q. And the men who distributed these were the men that you wanted the brewers to take back? A. Yes, sir.

Q. You tried to get a contract for a year from April 1, 1888, didn't you? A. Yes, sir.

Q. And before April 1, 1888, you had been told that you could not get a contract, hadn't you? A. A couple of days before April 1.

Q. And you were told the reasons why you could not get a contract? A. Yes; they sent me a circular.

Q. At that time a strike and boycott was going on in Chicago and Milwaukee, wasn't it — in the West? A. Yes; that is what I hear.

Q. A strike and boycott by the Brewers' National Union, of which you are secretary? A. No, sir.

Q. Were not those unions who were engaged in the strike going on there members of the National Brewery Union? A. Yes; they were members of it.

Q. The National Brewery Union supported it, didn't it? A. No, sir.

Q. Don't the National Brewery Union support this present boycott? A. No, sir.

Q. Don't it support the position of the men? A. No, sir.

Q. It hasn't got anything to do with it, has it? A. No, sir.

Q. If it hasn't got anything to do with it, how did it come to issue the circular that is in evidence of the National Brewers' Union of the United States? A. That is only for the information of the saloon-keepers.

Q. It is taking up the fight of the local union just to give information, is it? Now, Mr. Herbrand, the national union is making the fight for the local union, isn't it? A. We are assisting.

Q. You are assisting them? A. Yes, of course; we must.

Q. And is that the reason that you assisted them in Milwaukee and Chicago, because you must? A. Yes, sir.

Q. Are you aware that you told me a few moments ago that the national union was not assisting the local union in Chicago and Milwaukee? A. I stated that we did not declare a boycott in Milwaukee or Chicago or anywhere else; we only gave the answer in that paper to the circular of the bosses.

Q. You say the national union had nothing to do with the boycott? Who paid for that boycott circular that was issued against the Milwaukee beer?

Mr. Gompers objected to the question on the ground that it must be first established that there was a boycott on Milwaukee beer.

Q. Who paid for the issuance of that boycott circular? A. I refuse to answer that question.

Q. Are you afraid that it might injure you? Q. No, sir.

Q. Are you afraid that you might go to jail for it? A. Because we have got only the case for New York.

Q. Now just answer that question. Who paid for it? A. I won't answer that question.

Mr. Gompers.— The witness will answer the question. Be frank in answering the question.

By Commissioner Donovan:

Q. Do you know who paid for the printing of that circular? A. The national union paid for it.

By Mr. Untermyer:

Q. How many thousands of them did they have printed? A. About fifty thousand, I guess; may be more.

Q. They circulated them in New York too, didn't they? A. I don't know.

Q. Before this trouble, before your men were, as you say, locked out, didn't your union circulate those circulars in New York city? A. No, sir.

Q. Where did you circulate it? A. I sent that thing here, that poster, to Milwaukee.

Q. To whom did you send it in Milwaukee?

Mr. Gompers objected to the question.

A. I sent them to a friend of mine.

Q. What is this particular friend's name? A. I object.

Q. Why do you object to telling this friend's name? A. I object, and you can't compel me to tell the name of a friend.

Q. I know I can't, but I will ask the chairman of the board to

compel you to state to whom you sent them. A. I sent them to a man named Loeb, in Chicago.

Q. I thought you said you sent them to Milwaukee? A. I declare now that I sent them to Chicago.

Q. Then why did you say that you sent them to a friend in Milwaukee, but you refused to give his name? A. The secretary of the union in Milwaukee is here and he can answer for himself; I sent them to the secretary in Milwaukee and he refused to take them; I don't know what that man did with them in Chicago.

Q. You sent them to Milwaukee, did you? A. I sent a couple of them.

Q. What did you do with the rest? A. I sent them to Chicago.

Q. How many did you send to Milwaukee? A. I sent four or five or six.

Q. The others you kept until they came back from Milwaukee? A. Yes.

Q. What is the name of the man in Milwaukee to whom you sent them? A. Richard Elsner.

Q. What is the first name of the man in Chicago? A. Fred.

Q. Fred Loeb? A. Yes, sir.

Q. Is he connected with the national union there? A. No.

Q. Has nothing to do with it? A. No, sir.

Q. How did you come to send them to a man who has nothing to do with the union? A. I don't know.

Q. Do you keep a book in which you enter letters that you send? A. I keep a book, but I don't copy all the letters.

Q. You copy some? A. Yes.

Q. In a letter-press copy? A. Yes, sir.

Q. And you have got those letter-press books, have you? A. Yes.

Q. At Forsyth street? A. Yes, sir.

Q. You say that none of those posters were distributed in the city of New York? A. Not that I know.

Q. In your paper that you issue every week you have got the names of those Milwaukee men at the head of the list, haven't you? A. Yes, sir.

Q. And you have been keeping them at the head of that list since last October? A. Yes, sir.

Q. As men whom people should not patronize? A. I have got one here; you can find it.

(The witness here produced a newspaper.)

Q. That list you have kept up in that paper ever since last October, haven't you? A. Yes, sir.

Mr. Untermyer offered the newspaper in evidence. It was received in evidence and marked "Employers' Exhibit G."

Q. Immediately underneath that I notice some interesting information, headed "A Great Boycott"; did you write that editorial? A. Yes, sir.

Q. Where is that great boycott that you mention in your paper of April 28; where is that great boycott going on? A. In New York, so far as I know now.

Q. Who started that great boycott that you mention there? A. The brewer bosses, so far as I know.

Q. That is the boycott that you speak of? A. Yes, sir; of the brewer bosses.

Q. Does that speak of your boycott? A. You can read what is in that.

Q. Where is all the money coming from that is being used in this movement against the brewers? Where does all the money come from?

Mr. Gompers objected to the question as immaterial and irrelevant.

Chairman Purcell.— It seems to be pretty well settled that there is a boycott, and that that boycott is a pretty important element of this controversy, and it would therefore follow that anything that constitutes a part of the boycott, such as money contributed to its support, is a very important part of this inquiry; and we therefore admit it.

Mr. Gompers.— Ought it not first be established that there is a boycott?

Chairman Purcell.— I think there is no doubt that there is a boycott in existence and that it forms a very important part of this inquiry; whether it is called by another name or not, it reaches the same effect.

Mr. Gompers then stated that he would boycott all pool beer.

By Mr. Untermyer:

Q. Do you boycott all pool beer, too? A. Yes, sir.

Q. Have you combined with other people to boycott all beer of the people who have not entered into a contract with you? A. I did not say that yet.

Q. What brewer who has not entered into a contract with your organization have you not boycotted yet? A. I didn't say that yet.

Q. Name any brewer in the United States who has not entered into a contract with you whom you have not boycotted. Have you boycotted anybody who has signed your agreement? A. No.

Q. Is there anybody who did not sign your agreement whom you have not boycotted? A. Do you mean for New York only?

Q. New York, New Jersey and Brooklyn. A. Then I have to state that I prefer the beer of those brewers who signed the contract.

Q. I did not ask you that; have you combined with others to boycott the beer of every man who has not signed the contract? A. I am combined with organized labor.

Q. Now, with whom are you combined to boycott the beer of every brewer who has not signed the contract? A. I am combined with the Central Labor Union; I am combined with the National Brewers' Union; I am combined with the Knights of Labor.

Q. Don't you know that it is criminal to do that?

Mr. GOMPERS objected to the question. The objection was sustained.

Q. I believe you stated that the firm of Hirsch & Hermann had forced their men to go into your union? A. Yes, sir.

Q. Did you ever talk with any member of that firm about it? A. With Mr. Hirsch; yes, sir.

Q. What did Mr. Hirsch say to you, or you to him, about the men going into your union? A. I told Mr. Hirsch that every brewer boss has signed the contract, and I asked him if he is not willing to sign too.

Q. What did he say? A. He said, "Well, I ask my people, and I am satisfied."

Q. Now, is that all the talk you had with him? A. That is about all.

Q. That is what you call forcing the men to go into the union, is it; you told him that the other brewers had all signed, and asked him if he wouldn't sign, and he said he would; is that what you meant when you said that the bosses had forced the men to go into the union? A. Mr. Hirsch told me that a couple of his men had refused to join the union, and also about twenty-five in the Lion Brewery here refused to join the union, and I stated that the bosses compelled them to join the union.

Q. Who told you that the bosses compelled the men to join the union? A. I have got the witnesses here.

Q. All you know about it is what the men told you? A. Yes, sir.

Q. You were a part of the Knights of Labor then, were you not? A. Yes, sir.

Q. And you know that the Knights of Labor were a pretty strong body? A. Yes, sir.

Q. If a brewer did not sign the contract, what did you do with him then? A. So much as I know, every brewery boss signed the contract.

Q. Every one signed it? A. Yes, sir.

Q. There was such a thing as a boycott then, wasn't there? A. No; there never was a boycott in our organization.

Q. You would have boycotted them if the men had not joined the union, wouldn't you?

Chairman Purcell.—Never mind what he would have done.

Q. Wasn't there any brewer who did not sign your contract when you started? A. No, sir.

Q. Did you go around personally to get the signatures? A. No, sir.

Q. Who did that? A. The contract was signed by the Brewers' Association.

Q. And the contract which they signed, which you presented to them, required that they should employ nothing but union men, didn't it? A. Yes, it did.

Q. When you were with Peter Doelger you were in the Knights of Labor, were you not? A. Yes.

Q. And Peter Doelger suffered for a long time from a heavy boycott because he would not come into the union? A. That is what I heard; yes, sir.

Q. Peter Doelger was a very large brewer and a rich man? A. Yes, sir; I believe he is.

Q. Yes, he is still; and that was before you got these contracts signed, wasn't it? A. Yes, sir.

Q. Do you remember on what day of the week you received the brewers' manifesto? A. I guess that would be something what Mr. Siefert could prove.

Q. He sent it to you, didn't he? A. He sent it to me; yes.

Q. And you presented it to your meeting, didn't you? A. I gave it to the secretary of our union.

Q. And you were present at the meeting that day, were you not? A. I guess I was.

And there were some resolutions passed that day, weren't there? A. Yes, sir.

Q. That was before the tenth of April, wasn't it? A. Yes, sir; I believe it was.

Q. And after these resolutions were passed your paper recommended certain beer, didn't it; that was before the lock-out; didn't it? A. No, sir.

Q. Your paper never did, then, before the lock-out, say anything about any brewer's beer? A. No.

Q. After that manifesto? A. No.

Q. You are sure about that? A. No; so much as I know of it; you must give me time; I remember the resolution that was adopted by the Central Labor Union the Sunday before.

Q. That was the Sunday before this lock-out that the Central Labor Union adopted this resolution? A. Yes, sir.

Q. You were not before the Central Labor Union? A. No, sir; I did not.

Q. Were you before the executive board? A. I was before the arbitration committee.

Q. And you saw these resolutions there? A. No; I saw those resolutions in the paper.

Q. And those resolutions were published in your paper before the brewers closed their breweries? A. I don't know; you can show me that.

Q. And you knew that those resolutions were published in your paper before any of the brewers closed their breweries? A. If you have got that in your proof you could show it to me.

Q. This so-called lock-out took place on the sixteenth of April; the fifteenth was on Sunday, and the Sunday before that was the eighth of April; now on the eighth of April did not the Central Labor Union pass a boycott on the brewers who had issued that manifesto? A. The eighth?

Q. Yes, sir; eight days before this lock-out. A. I guess not, sir.

Q. Do you know whether they did or not? A. I guess not; I guess you are mistaken.

Q. Do you remember anything about it, one way or the other? A. I heard it was the fifteenth

Q. You heard it was on the fifteenth of April that they passed the boycott resolution; now don't you know that they also passed one on the eighth of April? A. Yes; that is what I saw in the paper.

Q. Now, did not the journeymen brewers of New Jersey pass a resolution on the eighth of April, fining every member ten dollars who drinks a glass of the beer of the men who signed the manifesto, and resolving to financially assist your union in the fight. A. That is what I saw in the paper.

(The scrap book was here shown to the witness.)

Q. Look at that resolution; didn't your union pass that resolution?

Mr. GOMPERS objected to the question, on the ground that the document shown to the witness is not an official document; that the Journeymen Brewers' Union know nothing about it, and do not know where it came from.

Q. Listen to this and tell me if you recognize this, which you know as a resolution passed by Bakers' Union No. 2:

"*Resolved*, That every member who drinks pool beer shall pay a fine of ten dollars.

"*Resolved*, That every member who enters a saloon where pool beer is sold be fined five dollars.

"*Resolved*, That Bakers' Union No 2 will financially assist the Brewers' Union No. 1 in its fight with the boss brewers.

"*Resolved*, To vote the prohibition ticket at the next election, in case the brewer bosses do not recognize the local union any longer."

A. We did not pass that.

Q. Didn't you have the Bakers' Union No. 2 pass that resolution? A. The first I knew of it I saw it in the paper.

Q. Didn't you go around and have the Bakers' Union pass that resolution? A. No, sir.

Q. Are not Bakers' Union No. 2 a part of the Central Labor Union? A. Yes, sir.

Q. And the Central Labor Union is making this fight for you? A. Yes, sir; that is what I think.

Q. Didn't the executive board of the Central Labor Union agree to make the fight for you? A. No, sir.

Q. What part of the Central Labor Union did agree to do it? A. It was the Central Labor Union itself.

Q. And you know that the Bakers' Union No. 2, which is a part of the Central Labor Union, had these resolutions passed? A. That is what I saw in the paper.

Q. Didn't they adopt such resolutions on the eighth of April and on the fifteenth of April?

Chairman Purcell.— Haven't you got enough about that?

By Mr. Untermyer:

Q. The Federated Labor Society that met at Rau's hall, on Eighth street, the aid committee, to what organization does that belong? A. We have not any connection.

Mr. Untermyer read the following:

"Whereas, It is the purpose of the united pool brewers of this city to destroy the organization of their employés, be it resolved, by the aid committee of the federated labor organizations, that its members shall not drink any pool beer until the brewers who are members of the pool have signed the contract of their employés."

Q. Do you remember that resolution? A. No, sir.

Q. But you know that a lot of resolutions were procured to be passed? A. Yes, sir.

Mr. Gompers objected to this testimony on the ground that the witness did not understand the word "procured" in the question.

Q. Didn't you understand the last question? A. I understood only that you read me that now what is in the paper.

Q. Didn't you understand the last question? A. No, sir.

Q. Why did you answer it? A. What did I say?

Q. You know, do you not, Mr. Herband, that a number of these different local unions did, on April eighth or April fifteenth, pass different resolutions to help you? A. I saw the resolutions the next day in the papers, like you did.

Q. On the eighth of April those resolutions, or some of them, were passed; on the tenth of April the boss brewers held a meeting, didn't they, at which they passed these resolutions; don't you know that on the tenth of April the boss brewers passed these resolutions? A. That is the first time that I saw these.

Q. Don't you know that a copy of this, with the names of all the signers, was posted in every brewery; didn't your members tell you so? A. The same, I guess it is the same, was published in the New York *Staats-Zeitung*.

Q. After these resolutions were passed by the boss brewers, saying that unless the boycott placed on their product was raised, and they were notified through the paper, on April sixteenth they would reorganize their forces, after that resolution was passed the different local unions met again and passed more boycotts, didn't they, on the fifteenth? A. That is what I heard.

Q. And then the brewers shut down, did they not? A. Yes, sir.

Q. You know, do you not, that when the breweries shut down at 12 o'clock on Monday, the sixteenth, they all offered to take back their men on the following morning? A. I didn't hear that.

Q. You did not know that the men could go back at all, did you? A. No, sir.

Q. Was not the following resolution printed in the papers of April seventeenth, Tuesday?

"*Resolved*, That in the reorganization of our working forces, we guarantee to our employés the same scales of wages and hours of labor for the coming year as have prevailed during the past year, so long as they perform their allotted work in a satisfactory manner.

"*Resolved*, That we call upon men applying for work not to recognize or submit to the dictation or request of any organization or person other than their employer, in reference to any matter pertaining to their employ; and furthermore, that they agree not to aid, recognize or contribute to the support of any body engaged in boycotting our beer, or endeavoring to destroy our business, etc."

Don't you know that those resolutions were printed in the morning papers of April seventeenth? A. No, sir.

Q. Do you read the papers? A. I read them sometimes.

Q. Don't you know that when the breweries closed, before they were locked, every employer called his men together and spoke to them; your men told you that, didn't they? A. I heard it only from one brewery.

Q. You were informed, were you not, by your men, that before the breweries closed on Monday each employer called his men together and spoke to them? A. I heard it only from one.

Q. You were informed, were you not, that the men, whoever wanted to go back to work could go back to work the next morning? A. I did not hear that.

Q. Is it not a fact that a large number of your men did go back the next morning? A. Out of one hundred about ten.

Q. About how many of the men did go back? A. You will have to ask our secretary about that.

Q. Have you called the roll to see how many went back? A. You will have to ask the secretary of the local union about that.

Q. Haven't you expelled the men who went back? A. Not as far as I know.

Q. Haven't you passed a resolution calling them "scabs"? A. It may be; there were three or four days that I was not in the meeting.

Q. Have the men who went back contributed to the support of your union? A. That I don't know.

Q. Have any of the men who went back been to your place since they went back? A. That I can't tell you.

Q. I want to call your attention to another clause of this contract—clause 12: "All breweries shall use malt and barrels made by and coal handled by union men, if these branches are so organized that they can provide for the business without doing damage to them;" is that clause in the contract with every man who signed? A. With every man who signed now?

Q. Yes. A. Yes, sir.

Q. And you did not want us to sign a contract with such a clause, did you? A. We never produced such a contract.

Q. You never offered it to anybody? A. No.

Mr. Untermyer then offered in evidence four printed copies of the contract for the year commencing April 1, 1888. They were received in evidence and marked "Employers' Exhibits H, I, J and K."

Q. Mr. Herbrand, did you consider it just to ask the brewers to use no malt except union malt? A. Mr. Chairman, I would like to give

you an explanation of that; the resolution was passed by our executive board that we should strike out that paragraph 12 as soon as the bosses objected to it.

Q. When did you pass that resolution? A. For about four weeks.

Q. Did you pass the resolution before the sixteenth of April? A. Yes, sir.

Q. And it would be in the books, wouldn't it? A. It is in the books, and that is entered by every local union privately, that that paragraph 12 will be struck out if the bosses, or any of them, make any objection against it.

Q. Did you get Schmidt & Schwanenflugel to sign a contract? A. I did not do it.

Q. Who did? A. The arbitration committee of the Central Labor Union.

Q. Where is that contract? A. I don't know, unless the secretary has got it.

Q. Schmidt & Schwanenflugel were among the brewers who had signed the brewers' manifesto? A. I guess they did.

Q. You know they did? A. Yes, sir.

Q. And they had closed on April sixteenth also? A. I guess so.

Q. You know it, don't you? A. I don't know it.

Q. And shortly after they closed your people went around to all their customers, didn't they? A. Which people?

Q. You and the other people? A. I wasn't on that.

Q. Don't you know that they went around and worried the customers until Schmidt & Schwanenflugel had to sign the agreement? A. I don't know any such thing.

Q. Who had that business in charge of going around to the customers and boycotting the beer? A. I didn't hear anything at all like that.

Q. You did not hear of any of the men belonging to your union going around to the saloon-keepers? A. No.

Q. You never heard it; you swear to that? A. I swear that I never gave instructions to anybody to go around and boycott the beer.

Q. You never heard that they did that? A. I heard that committees of other branches that passed resolutions for themselves went around and tried to get people to change their beer.

Q. But the beer drivers who were out of work did not do that? A. I don't know.

Q. That you know nothing about? Who has signed a contract with you since the sixteenth of April, except Schmidt & Schwanenflugel; anybody else?

Mr. Gompers objected to the question as immaterial.

Mr. Untermyer offered to show that the union has uniformly insisted on that form of a contract.

The Board overruled the objection.

Q. Name any brewer, except Schmidt & Schwanenflugel, who has signed a contract since April sixteenth? A. The matter was in the hands of the committee of the Central Labor Union, and the committee of arbitration of the Central Labor Union says that Mr. Stein settled the matter with the union.

Q. Did Mr. Stein sign a contract? A. I don't know.

Q. You are so ignorant that you don't know what is going on in this union? A. I don't know.

Q. Do you mean to tell us that you don't know whether Stein has signed a contract or not? A. I never was by Mr. Stein; I never saw Mr. Stein; the matter was in the hands of the Central Labor Union.

Q. Do you say you don't know whether he signed a contract or not? A. I don't know.

Q. Did the Fitzgerald Brewing Company sign a contract since April sixteenth? A. So much I heard.

Q. Don't you know? A. I did not see the signature.

Q. Are these contracts kept at 213 Forsyth street? A. The contracts are with Union No. 1.

Q. At 213 Forsyth street? A. That is another room.

Q. But in the same house? A. Yes, sir.

Q. And you and Mr. Kurzenknabe are together a great deal? A. He is in his office and I am in mine.

Q. And you are not much together? A. No, sir.

Q. Did you hear that the Fitzgerald Brewing Company had signed a contract? A. I heard so.

Q. You are not sufficiently interested in this union to know whether they did or not? A. I did not see the signature.

Q. Who told you so? A. Mr. Kurzenknabe.

Q. Did he show you the contract? A. No, sir.

Q. Did that contract that the Fitzgerald Brewing Company signed have clause 12 in it? A. That I don't know; I did not see it.

Q. When you came to this country anybody could be an apprentice who wanted to, couldn't they? A. Yes, sir.

Q. In the contracts you have presented there is this clause: "For each twenty-five workmen there shall be one apprentice;" do you regard that as a just contract? A. That proposition was made by the bosses.

Q. Who made that proposition; name anybody who made that proposition to you? A. That was an agreement we made together.

Q. Tell me the name of any boss who told you he wanted such a clause in a contract. A. That is all the names there.

Q. Did any one of those men say to you that they wanted that clause in the contract? A. The bosses said —

Q. Who said? A. Mr. Clausen said —

Q. Did Mr. Henry Clausen tell you that he wanted only one apprentice for every twenty-five men?

Mr. GOMPERS objected to the question as immaterial.

Chairman PURCELL.— He is endeavoring to show, as one of the causes of this controversy, the presentation to the bosses of those terms, and Mr. Herbrand tells him that the bosses wanted that; now he wants to tell what boss.

A. No, sir; that is not what I said.

Q. What did Mr. Clausen say to you about the apprentices? A. In the first agreement we made, in 1886, all the committees signed it under the contract, and we came with that paragraph, paragraph 11; that we came together in a proper and fair way; that we take twenty-five workmen to one apprentice.

Q. What did Mr. Clausen say to you about apprentices? A. He was satisfied, because he signed his name to it.

Q. Who proposed that you should have only one apprentice for twenty-five workmen? A. I can't tell you that any more; it is too long ago.

Q. Did you propose it? A. The bosses proposed it and we proposed it.

Q. What bosses proposed it? A. That I can't state; I can only state that Mr. Clausen signed the contract, and he was not compelled.

Q. What would you have done if he had not signed it?

Mr. GOMPERS objected to the question.

Mr. UNTERMYER then stated that he could not finish his examination of this witness until those resolutions were produced.

Mr. GOMPERS stated that he would produce them, if it were possible.

Mr. UNTERMYER also asked that the other side be required to produce the new contracts made with the brewers.

Mr. GOMPERS objected to producing these contracts, on the ground that they could be used to injure those brewers who have made agreements with the union.

Mr. UNTERMYER asked for the production, first, of the minute book of the National Brewers' Union; second, of the minute book of the local brewers' union; and third, for the new contracts with the brewers'

union, which have been signed by the brewers of New York city and vicinity, and which the officers of the union have in their possession. He stated that he wanted these contracts for the purpose of showing that they were signed with the objectionable clauses in.

Mr. Gompers.—We will admit that those who have signed have signed it with those clauses in.

Commissioner Robertson.—If they admit that these objectionable clauses are in the contracts that have been signed, what more do you want?

Mr. Untermyer.—We want to show that in some of these contracts there are more objectionable clauses.

Mr. Gompers admitted that all the contracts which have been signed by the employers contain the clauses that have been referred to by the counsel for the other side.

Chairman Purcell.—Are you willing to produce the books that are asked for?

Mr. Gompers.—I will produce them if I can. I have not talked with the gentlemen who are in possession of those books, and I don't know what is in them.

Commissioner Robertson.—If those books are produced they will not be given to the inspection of the public, and only those matters will be examined which have a bearing on this controversy.

An adjournment was then taken to April 27, 1888, at 10.30 o'clock A. M., at which time the Board met at the same place. C. E. Rushmore appeared as counsel for the employés.

Mr. Untermyer called upon Mr. Gompers to produce the minute book of the National Brewers' Union and the minute book of the local brewers' union. He stated that he expected to show from these books that the actions of those unions were contrary to law.

Mr. Gompers stated that the books were in the possession of others than the witness on the stand; that the witness would produce any books in his possession, and when other witnesses were examined they would produce the books in their possession.

Mr. Rushmore.—We have just been retained in the matter, or have just been consulted, and have not had the opportunity, for our own satisfaction, to investigate the matter to any great extent; and I can simply, for the present, assist Mr. Gompers in the conduct of the case. In regard to the order for the production of the books, I will say that Mr. Herbrand has custody and control only of certain books of the union of which he is secretary. The Board can not compel him to produce books with which he has nothing to do. If any witness is put on the stand, or if the Board

orders any witness who has custody and control of any book or paper to produce it, the order of the Board will be obeyed at once. It seems to me now that the answer of Mr. Gompers is perfectly proper under the circumstances.

Chairman PURCELL.—We have decided that the cross-examination of Mr. Herbrand shall now go on, and he will produce such books as are in his possession and under his control. If you cannot go on further without something we will suspend his cross-examination.

The cross-examination of LOUIS HERBRAND was then continued as follows:

Mr. RUSHMORE.—The witness has spoken to me about not being thoroughly familiar with the English language. I understand that that question was discussed and disposed of yesterday. I simply wish to explain to him that if any question is put to him which he does not understand he can ask for an interpreter.

The WITNESS.—I request the Board to give me a translator. Yesterday I did not understand all that was said to me. I shall tell the truth, all that I hear, but I must say that in my own language.

By Mr. UNTERMYER:

Q. Do you you send telegrams in English? A. That is my assistant.

Q. Who is your assistant? A. Onheim is his name.

Q. Is Mr. Onheim the man who translates these boycott circulars for you?

Mr. GOMPERS objected to the assumption in the question that boycott circulars are issued.

Chairman PURCELL.—The boycott circulars have been introduced by you; you have proven that they distributed them; and we think it is of no importance who translated them.

Mr. UNTERMYER stated that he wished to connect the other officers of the association with this circular.

Chairman PURCELL said that the Board did not consider that necessary.

Q. Was it your assistant, Mr. Onheim, who sent to Mr. Richard Elsner, the secretary of the Milwaukee union, on November eleventh, the following telegram: "Strike at once, as quick as possible. National Executive Board. Louis Herbrand"? A. I would like to hear that in German.

Q. Did you send to Mr. Elsner, about November 11, 1887, a telegram as follows: "Strike at once, as quick as possible. National Executive Board. Louis Herbrand"? A. I like to hear that in German.

Q. Don't you understand it? A. I understand a little of it.

Chairman Purcell.— Did you authorize the sending of a telegram to Milwaukee, to Richard Elsner, calling for a strike? That is the substance of it. A. Yes, sir.

By Mr. Untermeyer:

Q. Do you know of a paper, printed in Milwaukee, known as the *Siebote*? A. I only saw one copy of it, to my knowledge.

Q. Who sent you that, Mr. Elsner? A. I don't know.

Q. You don't know who sent it to you? A. No.

Q. When did it reach you; on the eleventh of November? When did you get a copy of that paper? A. I never got a copy of that paper.

Q. Did you ever get a copy of the *Siebote*? A. No; that is the first time I see that.

Q. When you telegraphed to Mr. Elsner to order a strike at once do you know whether a strike was ordered at Milwaukee? A. The strike was ordered by the national executive board.

Q. The national executive board of the United Brewery Workmen? A. Yes, sir.

Q. And Elsner's Milwaukee organization was a branch of the United Brewery Workmen? A. Yes, sir.

Q. And in Chicago who had charge of the local branch of the United Brewery Workmen? A. He had no charge of the union in Milwaukee.

Q. Have you no local union in Chicago? A. Yes, sir; we have.

Q. Who has charge of that? A. No charge at all.

Q. Who is the secretary of the local union in Chicago? A. That is Peter Young.

Q. Has there been a strike in Chicago? A. That is what I heard.

Q. Did not the National Brewery Union order a strike in Chicago about two weeks ago? A. No, sir.

Q. Who ordered that strike? A. The union itself.

Q. Did your union have the boycott circulars against the Milwaukee brewers printed at the East Side printing establishment, which is next to your building, on Forsyth street? A. Which boycott circulars?

Q. All the boycott circulars that were issued against the Milwaukee brewers; do you know of any boycott circulars against the Milwaukee brewers that were not printed in your office, on Forsyth street? A. I guess they were printed in all the cities.

Q. Didn't you print them? A. No, sir; I did not print them.

Q. Weren't they printed in your place, on Forsyth street? A. I stated yesterday there is a printing office there, and some of them were printed there.

Q. That is, in your building, on Forsyth street? A. It is at 209 Forsyth street.

Q. Didn't you pay for them? A. I paid for part of them.

Q. Did you pay for them? A. I paid for the Milwaukee union — a part of them.

(A paper was here shown to the witness.)

Q. Look at that circular; did you have that printed? A. That was printed; yes, sir.

Q. Did you have it printed? A. No; the East Side Printing Company printed it.

Q. Who gave them the order for it? A. I did.

Mr. UNTERMYER offered the following circular in evidence. It was received in evidence and marked "Employers' Exhibit L.:"

RESOLUTIONS

Indorsed by the American Federation of Labor.

Central Labor Unions of New York, Brooklyn, Chicago, Ill, Cincinnati, O., United German Trades of New York, Philadelphia, Pa., Milwaukee, Wis., Baltimore, Md., Pittsburg, Pa., Hudson County, N. J., American Flint Glass-workers' Union, National Lodge of Steel and Iron Workers, Socialistic Labor Party, Textile Workers' Progressive Union of America and others, National Union of the United Brewery Workmen of the United States, Bakers' National Union, Brotherhood of Carpenters and Joiners, Trades Assemblies of St. Louis, Detroit, New Orleans, San Francisco, Newark, Buffalo, Philadelphia and other cities, International Cigar Makers' Union, International Typographical Union, K. of L., D. A. 108, 75, 24, 126 and over 500 local assemblies.

HELP! HELP! HELP!

ORGANIZED WORKINGMEN, LISTEN!

The Brewers and Malthouse Bosses from Milwaukee, Wis., recently broke the agreement they had made with the Brewers and Maltsters Union No. 9, and which should last for one year, because they declared not to acknowledge the organized workingmen any more and only will have to deal with each and everyone for himself. Every man who is known as a good Union-Man is discharged one after another. Over 300 *Brewers and Maltsters* are thrown into the street already, and the Bosses again choosed the Wintertime as the fittest to compel the workingmen through *hunger* and *cold* to become their willing instruments. The judicial murder committed in Chicago gave them the courage to such shameless action, because they believe the power of organized labor broken.

Fellow Workingmen!

Let us show them that we still have our weapons. Everywhere Milwaukee Beer is sold, and who drinks it? The same workingmen whom these presumptive money-kings are trying to rob their rights.

Should you allow that? We do not believe you should!

Show your sympathy to organized labor by making it your duty not to drink Milwaukee Beer, nor such that is made out of Scab Malt, no matter under what name it is sold. Help the Brewers, as they always have been willing to help you when you were in need.

Organized labor in Milwaukee takes part in the battle without any exception, as it has been shown by District Assembly 108, Knights of Labor, who has offered its full support.

All Labor Organizations are asked to indorse this resolution.

THE EXECUTIVE BOARD.

Resolution adopted by the Delegates of the Convention of the American Federation of Labor at Baltimore, Md., December 13, 1887.

Whereas the Local Union No. 9 of Journeymen Brewers and Maltsters of Milwaukee, a Local Union affiliated with the National Brewers Union, in their endeavors to help the Maltsters of the Commission Malthouses of Milwaukee to obtain a fair and acceptable Scale of Wages, asking only sixty dollars per month for working seven days a week, while the Brewery Malthouses pay from seventy to eighty dollars a month, have been refused recognition as a union by the Boss Brewers' Association, and

Whereas the Boss Brewers' Association has refused to confer with a representation of the National Brewers' Union in regard to a peaceable settlement by arbitration, be it

Resolved, That we, the delegates to the second Annual National Convention of the American Federation of Labor assembled at Baltimore December 13, 1887, pledge our moral support to the Local Union No. 9, of Milwaukee, by advising our constituents throughout the country to abstain from all Milwaukee Beer, and all beer brewed from Milwaukee Scab Malt, until Local Union No. 9, of Milwaukee, has been recognized by the Boss Brewers' Association of that city.

Resolved, To take similar action in similar cases as having occurred since in other cities.

Resolved, That we appeal to each and every labor organization in the country to adopt resolutions demanding their members to abstain from the use of the beverage from the above designated breweries.

[L. S.]

Brothers, Listen!

A victory in our just fight at Milwaukee, Wis., means a victory of organized labor.

The Milwaukee brewery and malthouse proprietors took the lead to annihilate organized labor.

We do not ask for your financial aid for the present. All we ask you is your moral assistance by indorsing the above resolution and pledge your word as an honest workingman to keep it and to abstain from all Milwaukee Beer and those composed of Scab Malt.

By doing this you will be crowned with victory in but a short time, because a victory over these leaders of combined capitalism is of greatest importance for the common interest of organized labor.

Therefore, brothers, stand shoulder on shoulder and show your power.

THE NATIONAL EXECUTIVE BOARD
of the United Brewery Workmen of the United States.

Q. That circular was printed some time in November, 1887, wasn't it; wasn't it printed some time in January, 1888? A. That is more than I can say.

Q. Well, it was printed and distributed some time before April 16, 1888, wasn't it? A. Yes, sir.

Q. Look at the circular I now show you and say whether that was printed by the East Side Union Publishing Company, and paid for by the National Brewery Workingmen's Union? A. No, sir.

Q. Do you mean to say that your union did not pay for that? A. No, sir.

Q. Who paid for it? A. I don't know.

Mr. Untermyer offered this circular in evidence. It was received in evidence and marked "Employers' Exhibit M."

Q. This circular contains in it the statement that the Milwaukee brewers refused to pay living wages; how much were the Milwaukee brewers paying their men? A. So much as I know, fifty-five dollars.

Q. Fifty-five dollars a month? A. Yes, sir.

Q. For unskilled labor? A. What means that?

Q. A common workman was getting one dollar and seventy-five cents a day.

This question was excluded.

(Another paper was here shown to the witness.)

Q. Where was that printed? A. It was printed at the same place.

Q. Who printed it? A. The East Side Printing Company.

Q. Printed on Forsyth street? A. Yes, sir.

Q. Who composed it? A. I got the order from Milwaukee to print it.

Q. Who paid for it? A. The national executive board.

Q. Did you pay for it under their direction? A. I paid for it.

Q. When the circulars were printed what did you do with them? A. I sent them to Milwaukee.

Q. To whom; to Mr. Elsner? A. Yes, sir; and to some more men; I sent them to Chicago when it was asked for.

Q. How many of those did you have printed? A. I don't know any more.

Q. Would not your books show how many of those you had printed? A. No, sir.

Q. Wouldn't they show how much you paid for printing these? A. No, sir; they were paid for in cash.

Q. Don't you keep a cash-book? A. Yes.

Q. Where is it?

Chairman Purcell.— It seems to us that so far as these circulars boycotting beer manufactured in Milwaukee are concerned, you have proof quite sufficient; if the boycott of that beer was involved in this controversy we might allow it to go further, but we think you have put in all the proof on that point that is necessary.

Mr. Untermyer offered to prove that large amounts of money that were received during the last few years have not gone for the proper purposes of the union, but have gone into the pockets of the agitators and leaders.

Mr. Untermyer then offered in evidence another circular, which was received in evidence and marked "Employers' Exhibit N." (Another circular was here shown to the witness.)

Q. Look at the circular I now show you and tell me if you remember of such a circular being distributed among the employers of the Milwaukee workmen after the hanging of the anarchists? A. No, sir.

Q. You never saw that before? A. No, sir.

Q. Didn't you know on the day of the hanging of the anarchists all the employés of the Chicago brewers and maltsters who were members of your national union quit work for the day without the permission of their employers, and made it a day of general mourning? A. I heard that a few days afterwards.

Q. You heard a few days afterwards that they had done that? A. Yes, sir.

Q. And that the Chicago brewers protested against the men making that a holiday and quitting work that day? A. That is all what I heard.

Q. Wasn't that circular printed and distributed by the employers? A. I never saw such a circular.

Q. Did you never see such a circular issued by the Milwaukee employers to their workmen at the time just before they struck? A. No, sir; I did not.

Q. Mr. Herbrand said yesterday that the employers had forced men into the union, or asked men to join the union; I show you a letter now and ask you if that emanates from your union; it is signed "L. Herbrand, Secretary."

(A letter, written in German, was here shown to the witness.)

A. That is what I wrote, yes, sir.

Q. That was the time you were reorganizing the union, wasn't it, June, 1886? A. That was about two months before the brewer bosses organized our union.

Q. Never mind; was that about the time the brewers' union was organized? A. I wrote that letter.

Q. Mr. Herbrand, George Bechtel has paid money to your union hasn't he? A. Not that I know of.

Q. Do you swear that he has not paid any money to your union?

Mr. RUSHMORE objected to the question.

Mr. UNTERMYER waived the question.

Q. Who is the treasurer of your union? A. I am secretary only of the national union.

Q. Who is the treasurer of the national union? A. Frank Zimmerman.

Q. Does he live in New York? A. Yes, sir.

Q. Where does he live? A. He lives up town; I don't know his address now.

Q. Who collects the money of the national union? A. The money is sent by the local unions by mail.

Q. To whom is it sent? A. To me.

Q. Do you keep a bank account? A. Yes, sir.

Q. In what bank? A. The German Exchange Bank.

Q. Who is the custodian of the money of the local union; who has the money of the local union? A. We have got a different account; we have got an account for our paper, the *Brauer Zeitung*, in the German Exchange, and a part of the union money is in the same place.

Q. The Local Union No. 1 collects money, doesn't it? A. No.

Q. Don't the workmen pay every week or every month into Union No. 1? A. That is a case you will have to ask the secretary for.

Q. Who has charge of the money of Union No. 1? A. A. Friedel.

Q. He is the treasurer? A. Yes, sir.

Q. By whom is the money collected? A. By the financial secretary.

Q. Who collects the money? A. For all that case you have to ask the officers of Local Union No. 1.

Q. Where does the local union keep its money? A. In five different banks.

Q. And the national union has only one bank and that is the German Exchange? A. The German Exchange.

Q. Does Bechtel pay three per cent of his receipts to the union during the strike? A. That is the first I have heard of it.

Q. Have you received any money at all from Bechtel? A. No, sir.

Q. You are entirely sure about it? A. I receive money — what for?

Q. Never mind what for; how much money have you received from Bechtel? A. Mr. Chairman, that is a case I like to hear that in German.

Q. How much money have you received from Bechtel? A. For what?

Q. For anything; how much money have you received from Bechtel? A. I received about $150.

Q. That is all the money you have gotten from Bechtel, is it? A. Yes, sir.

Q. Did you get it in a check? A. Yes, sir, I received the money for advertisements in the paper.

Q. That is the only money you or the national union ever got from Bechtel? A. Yes, sir.

Q. You know of his paying money to the local union for this fight, don't you? A. No, sir; I did not hear of that.

Q. Have you received any money from Valentine Loewer, another brewer in New York? A. No, sir.

Q. None at all? A. No, sir.

Q. Where do you keep your bank-book — at Forsyth street? A Yes, sir.

Q. And do you keep an account of moneys that are received, in a book? A. Yes, sir.

Q. And you have got that book? A. Yes, sir.

Q. Where is the National Brewery Union's minute book with the resolutions in it? A. I have got that book here. (The witness then produced a book).

Q. Those minutes are kept in German, are they? A. Yes.

Q. May I see them? A. I will keep them.

Q. Is there anything in there that you object to me seeing? A. I guess not; it is in German.

Q. Then will you let me see them? (Mr. Untermyer stepped forward to take the book, and the witness held it back and said, "I guess that is our own.")

Q. Now, Mr. Herbrand, I want you to turn to the first resolution in that book that was entered on the minutes, concerning the Milwaukee trouble, in September, 1887. A. There is nothing in the minutes of that meeting in connection with the trouble in Milwaukee.

Q. Don't that book contain minutes of resolutions in connection with this trouble, in reference to the whole trouble growing out of the Milwaukee trouble? Now look at October. When did you hold your first meeting in October? A. October thirteenth.

Q. Were there any resolutions passed then concerning the Milwaukee trouble? A. Yes, sir.

Mr. UNTERMYER offered the resolutions in evidence. They were received in evidence, and it was agreed that they should be translated by Dr. Hoffman, the official court interpreter.

The WITNESS.—It says simply that the malt-houses shall be organized; and the maltsters in Milwaukee asked us to organize them.

Q. And the eight maltsters in Milwaukee who would not organize their workmen were the ones that were boycotted, weren't they? Was there more than one resolution adopted at that meeting? A. No, sir.

Q. Only one? A. Yes, sir.

The witness then read the resolutions, which were translated by counsel as follows:

"In reference to the commission malt-houses of the country a circular shall also be issued, providing for its strict enforcement in accordance with the resolutions adopted at the convention.

"Adopted and passed.

"There shall also be sent to every union malt-house and brewery that employs union men a copy of the blacklist."

Q. I want you to read the resolution adopted against Peter Buckel at the same meeting. A. Against Peter Buckel?

Q. Yes; on the same page of the same book, the same day.

The witness then read the resolution in German.

Q. Who is secretary? A. He is the secretary of the drivers' union.

Q. And he is a member of the national executive committee? A. Yes, sir.

Q. Of whom is that committee composed? A. Five from here, two or three from Milwaukee, and ——

Q. Name the members of the national executive board A. I have not got the names all in my head.

Q. How often do you meet? A. We meet every two or three weeks.

Q. And you have been doing that for two or three years? A. Yes, sir.

Q. Give me the names. A. Mr. Louis Riege, Edward Miesler, Fritz Hiep, August Dobber, John Daitz, George Koberstein ——

Q. Is Kurtzenknabe a member of the executive board? A. No, sir.

Q. You are one; that is seven? A. No, sir.

Q. Are you not a member of the national executive board? A. I am secretary of the national union; Frank Zimmerman, A. Koegle; a fireman ——

Q. A member of the firemen's union? A. Yes, sir.

Q. What is his name? A. Charles Noewe; Robert Dingler.

Q. All those circulars that are in evidence that were issued by the National Brewery Union, they were issued by order of that board, were they? A. Yes, sir.

Q. Now turn to the next meeting of the National Brewers' Union after October thirteenth. A. That is the meeting of the twenty-sixth of October.

Q. That is the next meeting after October thirteenth? A. Yes, sir.

Q. Mr. Herbrand, this paper of yours is the official organ of the National Brewers' Union, isn't it? A. The *Brauer Zeitung*?

Q. Yes. A. Yes, sir.

Q. And you are the editor of it yourself? Is the paper I show you a copy of the *Brauer Zeitung* published, edited and circulated by you, of date November 5, 1887? A. It is.

Q. And the anarchists were hanged on that day? A. On the eleventh.

Mr. Untermyer offered in evidence an article in the *Brauer Zeitung* of November 5, 1887, bound in mourning. It was received in evidence and marked "Employers' Ex. O."

Q. Every man who was a member of the union contributed to that paper, didn't he? A. Not all.

Q. Name any man who was employed in a brewery in the city of New York who is not a contributor? A. We got only about half of them.

Q. Can you name any man? A. I can't give you a name now.

Q. You publish in your paper a list of the amounts paid for the paper from each brewery, don't you? A. We have a list.

Q. And is it not published in this way: Scharmann so much, and each brewery so much? A. No, sir; it is not.

(The *Brauer Zeitung* of November 19, 1887, was then shown to the witness.)

Q. I ask you if that is issued as an official organ of the brewers' union? A. That is all right.

Q. These eight pictures are the pictures of the Chicago anarchists? A. Yes.

Q. What is the heading?

Mr. GOMPERS conceded that the heading was "A Sacrifice to Class Justice."

Q. Did you say what you thought was true in that editorial?

Mr. RUSHMORE objected to the question.

Chairman PURCELL:

I think it is fair to assume that.

Mr. UNTERMYER offered this paper in evidence. It was received and marked "Employers' Exhibit P."

Q. What day do you publish your paper? A. Thursday.

Q. What day were the anarchists hanged? A. Six days before.

The witness then identified issues of the *Brauer Zeitung* of October 15, 1887; October 8, 1887; October 1, 1887; October 29, 1887; October 22, 1887; November 12, 1887, and November 26, 1887. Mr. Untermyer offered these copies of the *Brauer Zeitung* in evidence. They were received in evidence and marked "Employers' Exhibits Q, R, S, T, U, V and W."

Q. Will your cash book show what moneys you paid towards the defense of the anarchists? A. No, sir; that is the book of the local union No. 1.

Q. Did the National Brewers' Union pay nothing? A. No, sir.

Q. Positively? A. No, sir.

Q. You are sure that the National Brewery Workingmen's Union did not pay anything to the defense of the anarchists? A. No, sir.

By Mr. GOMPERS:

Q. You testified having received money from George Bechtel; did you receive that before or since the lock-out of April 16? A. Before.

Q. And for what purpose did you receive it? A. For advertisements in the *Brauer Zeitung*.

Q. How long have the advertisements in the *Brauer Zeitung* appeared? A. That is in the second year now.

Q. And it was for those advertisements that you received that money? A. Yes, sir.

Q. And did not have any connection at all with this present difficulty between the employing brewers and the journeymen? A. No, sir.

Q. You say you are not a member of the national executive board? A. No, sir.

Q. You are the secretary of the national organization? A. Yes, sir.

Q. Have you a vote in the executive board? A. No, sir.

Q. You are merely obeying the instructions of the executive board? A. That is all.

Q. Did you ever receive any complaint from any employer against the opinions of any of their workmen? A. No.

Q. Did the employing brewers ever lay any matter of grievances as to the conduct of their workingmen before their board of arbitration? A. No, sir; that is, only one case; Secretary Kurzenknabe will know that better; there was only one case; I believe it was from George Ehret.

Q. Have you knowledge of the fact yourself; do you know it? A. No, sir.

Q. How are the offices of the National Brewers' Union and the Journeymen Brewers' Union No. 1 here relatively in 213 Forsyth street; where is one office and where is the other? A. The national office is on the second floor and the Brewers' Union No. 1 on the first floor.

Q. Do they not pay rent separately? A. Yes, sir.

Q. Have they any more connection with each other than if the office of the national organization was in California? A. No.

Q. The relations of the national organization with that of Union No. 1 is in the same way as the relations are of the local unions in California or other places? A. That is the same.

Q. Have you any interest in the printing establishment known as the East Side Printing Company? A. No, sir.

Q. In the minutes that you have read of the proceedings of October thirteenth you have said that you issued a circular asking for the enforcement of the resolutions of the convention; is this a copy of the proceedings of the convention referred to in that resolution? (A book was here shown to the witness.) A. Yes.

Q. Select the resolutions referred to in the adoption of the resolution as recorded in the minutes; have you found it? A. Yes.

Q. Read it.

The witness then read it in German, and the counsel interpreted it as follows: "Delegate Wollf, of Milwaukee, suggests the importance of organization among the maltsters, so that the wages in the commission houses shall be the same sum as in other business, and he requests the national convention to pass resolutions on that subject.

"Delegates Hick and Biesen concur in these opinions.

"John Engelman made the request that, as the introduction of labels

for the malt was a little too previous on account of the present existing contracts made with the malt-houses, they should not be included.

"John Loewer made the suggestion that inasmuch as this had been accomplished by the help of the central labor unions and other working organizations, in time only union malt shall be used in breweries.

"These suggestions were accepted.

"It was further resolved, that section 9 of the provisions which the Maltsters' Union, of New York, have handed in, and which reads that a label for union malt shall be introduced, shall have the addition as follows: That the national union, so far as is possible for it under the present contract, shall use its utmost power to assist that.

"This resolution shall be published.

"In other respects the maltsters refer the resolution to the local authority.

"Delegate Elsner makes the proposition that both of the above resolutions shall be immediately given to the press, which was adopted."

Mr. GOMPERS offered this resolution in evidence. It was received in evidence and marked "Employés' Exhibit 5."

Q. The resolution of the convention, and which was adopted by your general executive board, provided that this rule shall not be enforced if it is in conflict with existing contracts; is that so? A. That is it.

Q. What is the difference between commission malt-houses and brewery malt-houses? A. The difference is the brewery malt-house makes beer and malt, the brewers, and the commission malt-house makes only malt for sale.

Q. What is the difference between the wages of the maltsters in the commission malt-houses and the brewery malt-houses? A. The difference in Milwaukee was from ten to fifteen dollars a month.

Q. Which paid the highest, the brewery or the commission houses? A. The brewery maltsters.

Q. Was the strike in the commission malt-houses in Milwaukee an effort to raise the wages of the commission maltsters nearer to that of the brewery maltsters?

Mr. UNTERMYER objected to the question on the ground that it is not material what was the object of this action; and on the further ground that this witness has testified, on cross-examination, to such a lack of knowledge on the subject that he can not testify as to the object.

A. That is it.

Q. Is the labor of the maltsters in the commission houses and the

labor of the maltsters in the breweries of about the same character? A. It is about the same, yes.

Q. Was there any action taken by the brewery maltsters, or their representatives, to induce the union to raise the wages in the commission malt-houses for the purpose of making the wages paid by both more equal?

Mr. Untermyer objected to the question.

Commissioner Robertson.—If he knows any fact he may state it. We do not want his inferences or opinions. If you will get your question down to a point where he can state the fact, it will be all right.

Q. Do you know of any efforts made to induce this equalization of wages? A. I heard it from ——

Q. Do you know it; have you personal knowledge of it yourself? A. No, sir.

Q. Did you receive a letter from Milwaukee in reference to any trouble there—the trouble there? A. Yes, sir.

Q. Have you that letter? A. No; I haven't it here.

Q. Have you anything in the minutes of your organization? Just look on October 26, 1887. A. Yes; I got them.

Mr. Gompers offered in evidence the minutes of the meeting of October 26, 1887. They were received in evidence.

Q. On receipt of a letter from Milwaukee, referred to, were you authorized or directed to obtain information from Milwaukee? A. Yes, sir.

Q. Of the situation there? A. Yes, sir.

Q. And did you receive an answer? A. Yes; I have got that in the minutes.

Q. What was the purport of that answer?

Untermyer objected to the question, and the question was withdrawn.

Q. You testified to having received a telegram ordering the maltsters in Milwaukee on strike? A. Yes.

Q. Was that in response to an appeal to the general executive board to be sustained or permitted to strike; did you receive an appeal from Brewers' Union No. 9, Milwaukee, to be sustained in a strike?

Mr. Untermyer objected to the question.

Q. Did you receive a letter in reference to the strike? A. Yes, sir.

Q. Is that referred to in the minutes? A. Yes, sir.

Q. Is the letter in the minutes? A. No, sir.

Q. Have you the letters there from Milwaukee? A. No, sir.

Q. Did you receive a letter? A. Yes, sir.

Q. Where is that letter? A. I can show the letter this afternoon.

Q. Was your telegram, which you testified that you sent or had sent to Milwaukee, a response to this letter? A. That was a response to my report I was giving to the national executive board when I went back from Milwaukee, and in evidence of the letters I got from them.

Q. Were you directed to go to Milwaukee by the national executive board? A. Yes, sir.

Q. In your official capacity? Yes, sir.

Q. Did you report to the national executive board your doings? A. Yes, sir.

Q. Did they appeal to you to bring before the national executive board the matter of the approval of their strike?

Mr. UNTERMYER objected to the question.

Q. Was this telegram of approval of the strike in Milwaukee in response to their appeal, either by letter or in person? A. Yes, sir.

Mr. UNTERMYER.—He said already that it was in response to his report.

Q. It was in response to their appeal? A. Yes, sir.

Q. Did they appeal to be supported?

Mr. UNTERMYER objected to the question on the ground that the letter is the best evidence. Objection sustained.

Q. Have you a report from Milwaukee in your record of November 7, the record of a letter, November 7? A. Yes, sir; I have got one.

Mr. GOMPERS offered this letter in evidence. It was received in evidence.

Q. Did your executive board direct a member of any organization affiliating with your national union to go to Milwaukee? A. Yes, sir; they did.

Q Who was it? A. It was the president of the local union in St. Louis — Richard Schlagintweit.

Q. What were the instructions given him by your national executive board? A. We gave him the instructions to go to Milwaukee and Chicago.

Mr. UNTERMYER objected to this testimony. Objection overruled.

We gave him the instructions to go, at the expense of the national executive board, to Milwaukee and try to get an amicable settlement with the bosses, and at the same time we sent him to Chicago; we gave him the same instructions for Chicago.

Q. Did you instruct him further to disregard the union and order the men to work; was that one part of your instructions to him?

Mr. UNTERMYER objected to the question on the ground that it is

immaterial what the instructions were, as it may be proven by the man himself what he did. Objection overruled.

A. Yes, sir.

Recess till 2.30 o'clock P. M., at which time the examination of this witness was continued as follows:

By Mr. Gompers:

Q. Did that gentleman ever make a report as to what he did to the executive board? A. Yes, sir.

Q. Verbal or written? A. Written.

Q. Have you that document?

(The witness produced three documents.)

Mr. Gompers offered these reports in evidence for the purpose of showing the action taken by the gentleman in making advances to the employing brewers of Milwaukee, for a settlement, and their refusal to do anything.

Mr. Untermyer objected to them on the ground that it is immaterial what means they used to make the Milwaukee brewers do a thing which they were under no obligation to do.

The Board overruled the objection, and the reports were received in evidence and marked "Employés' Ex. 6, 7 and 8."

Translation of Employés' Exhibit 6.

Milwaukee, *October* 27, 1887.

To the Executives of the Brewery Workmen's Union of the United States,

Mr. Louis Herbrand, *National Secretary, New York:*

Esteemed Colleague and Brother.—We are here as in other places in negotiation with the malt-house proprietors. The entire contract, of which a copy is inclosed, is approved with the exception of the question of wages, we demanding sixty dollars per month, while the proprietors offer us fifty-five dollars. We are so far compelled to insist on the sixty dollars, because here the maltsters in the breweries earn about seventy-five dollars, which would make the difference of wages between the commission and brewery maltsters too great, the result of which would be that the brewers would reduce the wages of their maltsters.

In spite of every effort, we have been unable to reach the desired result, and our local executive committee in their yesterday's session instructed me to inform the national executive committee that our local committee requests the former, inasmuch as our national secretary, Louis Herbrand, is willing to come to Milwaukee within a short

time, that he should at the same time come as a representative of the national committee, to be present at the drawing of our commission malt-house contracts. Requesting a reply at your very earliest convenience, I remain, with colleagueish greeting,

RICHARD ELSNER,
Secretary.

Translation of Employés' Exhibit 7.

Milwaukee, *December* 4, 1887.

Dear Herbrand.—The following final answer has been given to the committees in the breweries:

"We will confer with no committee of the union, neither will we have any further dealings with the union, but when our workmen choose a committee to treat with us we will willingly be ready."

So says each one; now what is to be done? In my opinion the only thing is to prepare for a boycott on Milwaukee malt and beer. It were well if the executive officers of the K. of L. should indorse the boycott, and at the same time have the indorsement appear together with that of the American Federation of Labor on a hand-bill. Our union has to sustain the fiery ordeal.

That is all.

Best greeting.

RICHARD ELSNER.

Translation of Employés' Exhibit 8.

Milwaukee, *November* 30, 1887.

Best Brother.—This morning I again visited the heads of the workingmen's organizations and this afternoon there was a meeting of the striking maltsters in the Northside Turn Hall. Before the meeting about eighty men received the weekly relief money of ten dollars per man. Elsner then took the chair and Paul Grottkan delivered a peech explaining the situation, thereby making the minds ripe for the coming question. Then I took up the word as delegate of the national executive, and drew a comparison between the St. Louis strike and the present one, in which I emphasized the fact that the St. Louis strike never would have gained its end had they not drawn back in time. The word is "To get the greatest results with the least possible sacrifice." The immediate money sacrifices, too, are not in

proportion to the present strike. In compliance with the mandate of the national executive, I gave them instructions in case they could obtain work to do so. A few were not precisely particularly edified by my discourse, but the majority recognized that matters could not long go on as they were. Praxler still plays the mysterious role, and it is high time that, before the veil is lifted, I have Milwaukee behind me. To-morrow noon I go to Chicago and will speak there in the evening. In general it is quiet in the breweries, and, as already stated, a general lock-out does not seem probable.

With greeting,

RICHARD SCHLAGINTWEIT.

We go forward cautiously, Captain Pabst in advance as bellwether.

Translation of Newspaper scrap attached to Employés' Exhibit 8.

Yesterday the brewers' association requested the management of the "*Herald*" to print the following article explaining the differences between the brewers and the brewers' union:

There is at the present time in the city a gentleman named R. Schlagintweit, who is a member of the National Brewers' Union, whose mission is said to be to impartially examine the matters in dispute, and, if possible, to settle the differences. This gentleman also wrote yesterday, Tuesday noon, the following interesting letter to several members of our union in which he advances these views:

MILWAUKEE, *November* 29, 1887.

WORTHY SIR.— Far from wishing to appear over-officious, and also although I am firmly convinced that this letter will remain unanswered, and incidentally remarking that I have no taste for playing the role of mediator, I nevertheless feel it to be my duty toward the national union to address you.

According to my instructions I have, among other things, to draw up a clear report of the situation here, and, circumstances favoring, to bring matters to a peaceful settlement. In order not to make my report one-sided, as also to avoid the appearance, on the side of the national union, of a disinclination to come to a peaceful solution, I place myself at your disposition, in case you should desire a conference, until Wednesday noon.

Respectfully.

R. SCHLAGINTWEIT.

Q. You said that you were the editor of the *Brauer Zeitung?* A. Yes, sir.

Q. Was the subscription to that *Brauer Zeitung* voluntary or compulsory upon the members of the brewers' union? A. The subscription was made ——

Q. Did you force them to subscribe or was it the members' free will? A. No; we passed a resolution in our convention to have a part of the members of the national union, half, to subscribe to the *Brauer Zeitung.*

Q. One-half of them? A. Yes, sir; the half part.

Q. In editing the *Brauer Zeitung* what was your attitude towards the employing brewers who had contracts with the organization?

Mr. UNTERMYER objected to the question on the ground that the paper itself is the best evidence. Objection sustained.

Q. Did you advocate the policy of keeping good faith with the employers who have contracts with the union; I am asking you, not as the editor of the *Brauer Zeitung,* but as secretary of the national organization?

Mr. UNTERMEYER objected to the question on the ground that if he said anything on the subject, the conversation will show what his attitude was.

Q. What did you say to the executive board or to your members, at any meeting, in reference to living up to agreements with the employers? A. I said that every step should be taken by the union to get an amicable agreement for each year.

Q. In the strike that occurred in Chicago among the brewery workmen, was that with your approval, or against your decision or the decision of the executive board?

Mr. UNTERMYER objected to the question on the ground that if the executive board took any action in the matter the records in evidence will show it.

Q. Did your executive board take any action in reference to the Chicago strike? A. Yes, sir.

Q. What was it? A. I received a letter from Chicago that the manifesto of the bosses is distributed in Chicago in all breweries just as it is here, and that the men are willing to go on a strike; I sent a dispatch to Chicago not to strike.

Q. They struck, then, against your order not to strike; they went on strike even against your order? A. Yes.

Q. When you had those new agreements printed, a copy of which was shown to you, did you not expect to modify some of the conditions in them?

Mr. Untermyer objected to the question.

Commissioner Robertson.— We know the agreement offered, and if they did not intend it, or were not honest in their offer, it is their misfortune. I think the evidence is not competent.

Q. When you were in conference with the employing brewers in reference to the old agreements, was the subject of apprentices made any question of contest; was there any talk about the question of apprentices? A. We talked over every paragraph, one after another, and on the end we came together.

Q. At the end you agreed? A. Yes; we agreed with the bosses.

Q. Among others, was this provision for the regulation of apprentices? A. All together; yes.

Q. Was there any remark made by any of the bosses that that paragraph was un-American? A. No, sir.

Q. Did they look upon it as unfair?

Mr. Untermyer objected to the question.

Q. Did they say that it was unfair to regulate the question of apprentices? A. Well, one boss said ——

By Mr. Untermyer:

Q. Who was it? Name him. A. I can't remember; you got the names there.

Mr. Untermyer objected to this testimony unless the witness named the person who made the statement.

Q. Who was it? A. I mean the committee that met us to make that contract with us.

Q. You said one of them; which one? A. I can't remember any more.

By Mr. Gompers:

Q. That was one of the conditions upon which you agreed? A. About the apprentices, yes.

Q. Did you issue a circular to affiliated unions of journeymen brewers, telling them not to insist upon the enforcement of paragraph 12 of the new contract, if serious objection was raised to that paragraph?

Mr. Untermyer objected to the question on the ground that the circular is the best evidence. Objection sustained.

Q. In your agreement providing that all workingmen in the breweries shall be members of your organization, the organization of which you are secretary, was there any discrimination against Knights of Labor?

Mr. UNTERMYER objected to the question on the ground that the agreement speaks for itself.

Commissioner ROBERTSON.— These written contracts are subjects of argument by the counsel, but we do not want the opinion of the witness.

Q. Were you at any time advised by any person, or rather were you at any time spoken to by any person connected with the employing brewers' association upon the advisability of having all brewery workmen in one organization? A. Yes, sir.

Q. Who was that person? A. Mr. Seifert.

Q. The secretary of the boss brewers' association? A. Of the boss brewers' association, yes.

Q. What was your purpose, or the purpose of the organization, if any, in turning out in parade the night before, or the day of the execution of the Chicago anarchists? A. The union men believed that those five men had not a fair trial.

Q. Are you an anarchist? A. I guess not, sir.

Q. Was that demonstration or parade as an expression of sympathy with anarchy? A. No, sir.

Q. Do you know whether Brewers' Union No. 1 has a flag? A. Yes, sir.

Q. Would you know it if you saw it? A. Yes, sir. (A flag was then produced.)

Q. Is that that flag? A. That is the flag.

Mr. GOMPERS then translated the words inscribed on the flag as follows: "In Unity is Strength. Hops and Malt. God Preserve. Through Struggle to Victory."

Q. What insignia is on the center? A. That is Gambrinus, the king of lager beer.

Q. What is he supposed to hold in his right hand? A. A glass of beer.

Q. And in his left? A. I don't know what that is; it is what we call a sceptre.

Q. What is it entwined with? A. Hops.

Q. Do you know whether Union No. 1 had any other flag but that? A. No, sir.

Q. Do you know whether the union ever owned or borrowed any other flag but that? A. I don't know; that is all we got.

Q. That is all you ever used? A. That is all we ever used.

Q. Do you know what this paper is? (A paper was here shown to the witness.) A. It is the New York *Sun*.

Mr. GOMPERS then offered in evidence the New York *Sun* of Septem-

ber 15, 1887, containing pictures of the anarchists. It was received in evidence, and marked "Employés' Exhibit 9."

Q. Have there been men in public life, outside of your organization, Americans, who believed that the anarchists did not have a fair trial?

Mr. UNTERMYER objected to the question. Objection sustained. (A paper was here shown to the witness.)

Q. Do you recognize this document? A. Yes; that is my own work.

Q. What is it? A. That is a table of wages and time, before and after the organization of the brewery workmen.

Mr. UNTERMYER objected to what occurred before the formation of the union as immaterial. Objection sustained.

Q. What are the dues of the members to the union? A. When we commenced, thirty-five cents a month.

Q. What are they now? A. Forty-five cents a month.

Q. What is the initiation fee? A. So much as I know, it is twenty-five dollars now.

Q. Can the members pay that in installments? A. Yes, sir.

Q. For how many years were you in the brewing business before you became secretary of your union? A. Well, about twelve years.

Q. How long were you an officer of the organization without salary? A. Pretty near two years.

Q. Does the organization pay you anything except the salary of fifteen dollars, to which you testified? A. The fifteen dollars, and a couple of cents for paper and ink.

Q. I am not talking of paper and ink, but for your services. A. Yes; that is all, fifteen dollars a week when I was secretary of the union.

Q. How much do you get now? A. I get forty dollars a week, but I have to pay for the assistance in editing the paper.

Q. You have to pay for assistance in editing and mailing the paper? A. Not mailing; for assistant help in editing the paper.

Q. What does that leave you? A. It leaves me about twenty dollars.

Q, You testified that you had sent a letter to Mr. Seifert, stating that to avoid trouble the men would not handle the non-union malt of Milwaukee, and giving him notice; did you ever see or talk with Mr. Seifert after this in reference to this communication? A. Yes, sir.

Q. Was this in the conversation? A. In the conversation.

Q. What did you say to him? A. I told Mr. Seifert that that letter — that we could not make any opposition about the Milwaukee malt; I want to say this in my language.

The witness was allowed to answer in German, and Mr. Untermyer interpreted the answer as follows:

Mr. Seifert asked me how it was about that letter; I gave him the answer that we could not carry through that letter on account of the contract which we had; we have already given our union people the instructions to handle the Milwaukee malt.

Q. When was that conversation; how long after the letter was written? A. About a week or two.

Q. Did you ever receive any communication from the bosses of New York that any grievances existed in their breweries between them and their workmen? A. I received communications, yes; but I can not remember any more from whom; in those cases we have our secretary.

Q. Did you receive any? A. No; at that time I was secretary and I received them.

Q. How long ago was that? A. A year ago.

Q. Did you ever receive any complaint from them that their men, the members of this union, were anarchists? A. Yes, sir.

Q. When was that? A. That was over a year ago.

Q. From whom did you receive that complaint? A. I can't remember any more.

Q. Since this Milwaukee strike have you received any complaint from any of them that their men were interested in that strike, or have they complained of that? A. No, sir.

Q. Did you receive any complaint from any of the brewers that any of the men refused to handle the Milwaukee malt? A. I received a communication from Mr. Seifert.

Q. When was that? A. It was about two months ago; and Mr. Seifert told me that a man in Mr. Ehret's would not handle the malt; it was in F. & M. Schaefer's, and I gave the instructions to our secretary, Mr. Kurzenknabe, to order that man to handle the Milwaukee malt.

Q. That is the only instance of any complaint of any men in New York not handling that malt in New York? A. That is all; I got another letter from Cleveland.

Mr. GOMPERS offered in evidence an affidavit of parties in Cleveland.

Mr. UNTERMYER objected to it. Objection overruled and affidavit received in evidence.

Q. Did you ever receive any complaint from them that their men, the members of this union, were anarchists? A. No, sir.

By Mr. UNTERMYER:

Q. Where is Mr. Elsner? A. I guess he is here.

Q. Do you see him? A. Yes, I saw him this morning.

Q. Do you see him here now? A. No.

Q. Have you seen him since you have been on the witness stand to-day, since the proceedings opened? A. Yes.

Q. He is in town, is he? A. Yes; I believe he is.

Q. You said that you only get forty dollars a week now? A. Yes, sir.

Q. Who pays you the forty dollars a week? A. The national union.

Q. And where does the money go that comes from your newspaper?

Mr. Gompers objected to the question as immaterial.

The Board sustained the objection.

Mr. Untermyer offered to show that this witness is making money out of the union, and that it is for his interest to keep up strife; that he owns property in New York and Brooklyn which he has obtained from money derived from this union.

Mr. Gompers objected to the testimony offered.

The Board sustained the objection.

Q. Do you draw this forty dollars by check drawn by yourself, or does somebody else pay it to you?

Mr. Gompers objected to the question as immaterial.

A. I got charge of over $500; I got charge of $500 what I got a right to keep that in my safe, and I got to give security to the national board for $1,000.

Q. Do you take this forty dollars a week from your safe? A. Yes, from my safe.

Q. You said that the men pay only forty-five cents a month to the local union; do they pay anything to the national union? A. From that forty-five cents ten cents is paid to the national union.

Q. Do they pay anything to the Central Labor Union? A. About a dollar a year.

Q. Do they pay anything to the Federation of Labor? A. For each member one-quarter of a cent for each month.

Q. Do your members pay anything to any other organization? A. No, sir.

Q. Do you tax your members for strikes? A. Ten cents a week when there is a strike.

Q. If there are a great many men out of work how do you make the men who have work pay for the men who have not; for instance, now you have a great many men out of work, haven't you? A. Yes.

Q. Almost your whole union is out of work, isn't it? A. In this city, yes.

Q. Who supports the men who are out of work? A. The union does.

Q. Where does the money come from? A. The money is in bank.

Q. Where did the money come from? A. It is the money that was saved for the union for two or three years.

Q. Don't you tax your men who are in work now? A. Each local union taxes the men who are in work now.

Q. How much do you tax the men who are at work now? The national union don't tax them.

Q. How much does the local union tax them? A. So much as I hear, one day every week.

Q. One day's wages every week? A. Yes, sir.

Q. That is about two dollars and a half to three dollars a week? A Yes.

Q. I believe you stated that you were about two years an officer of this organization without salary? A. Yes, sir.

Q. The organization is only about two years old, isn't it? A. The organization was started four years ago.

Q. The national union? A. No; the union of New York.

Q. And you are secretary of the national union? A. I was two years secretary of the local union.

Q. And you were two years in that place after you left Buckel's? A. I was two years in that place when I was in Buckel's.

Q. When you were in Buckel's did you get a salary? A. Yes, sir.

Q. Do you own any property? A. What do you mean by that?

Q. Do you own any real estate? A. No, sir.

Q. You are sure about that, are you? A. Yes, sir.

Q. Do you own any tenement property? A. No, sir.

Q. Have you a wife and family in Europe? A. I have got a wife and a daughter in Europe.

Mr. GOMPERS moved to strike out this testimony.

Chairman PURCELL.—I don't think we will go into his private affairs.

Q. And they have been in Europe since you came to this country? A. I won't answer that.

Q. The brewers all advertise in your paper, don't they? I have got only one or two or three.

Q. They are the union brewers, are they—Bechtel, Loewer, the Knickerbocker? A. No, sir.

Q. Does not Bechtel advertise? A. Bechtel advertises, Peter Buckel advertises, the Budweisser Brewing Company advertises, Peter Doelger advertised once.

Q. And your paper circulates among brewery workmen who get their beer for nothing; don't all the workmen get their beer in the breweries without pay? A. Certainly.

Q. Can you imagine why the brewers would advertise in your paper of their own free will, without any compulsion or without any exertion on your part?

Mr. Gompers objected to the question. Objection sustained.

Q. I believe you said that no complaint had been made by the brewers about the position that your men held on the subject of anarchy; don't you know that the Milwaukee brewers issued a circular to their men, in which they protested against their anarchistic tendencies and the anarchistic tendencies of their papers?

Mr. Rushmore objected to the question, on the ground that the circular is the best evidence.

Q. You said that you had advised and stated that every step should be taken by the union to get an amicable agreement each year? A. Yes, sir.

Q. To whom did you say that? A. I said that to my men, and I said that to Mr. Seifert.

Q. What did you mean by taking every step in order to get an amicable agreement every year; you said you used these words, that you told your men that every step should be taken to get an amicable agreement each year; what did you mean by that? A. I meant that if the bosses object against something in an agreement, then we better put that out, so we can get peace with them.

Q. Did you think that you had a right to force the bosses to make an agreement with you; did you think that you had a right to a new agreement with the bosses? A. Yes.

Q. And did you think that because the bosses did not choose to make a new agreement with you, you had a right to boycott them? A. I did not boycott.

Q. Not you; I mean your union, Mr. Herbrand? A. Oh, that is another thing.

Q. Did you think that your union had a right to boycott a brewer because he did not choose to make an agreement with you? A. So much as I understand, every man can do what he wants.

Q. You thought you had a right to an agreement? A. We did not pass a resolution in our meeting that a boycott should be put on any brewer.

Q. You say you thought you had a right to get a new agreement? A. Yes.

Q. Do you think that any man has the right to make you make an agreement? A. I don't understand that perfectly.

Q. Do you think any man has the right to compel you to make an

agreement with him? A. Tell me that in German, and I will give you the answer then.

(The question was repeated to the witness in German.) A. No.

Q. Why, then, did the union think they had a right to make the brewers make an agreement with them? A. Well, the right that was not — we asked only for the permission to get a meeting to speak with the bosses, if they would make an agreement with us.

Q. Did you think that you had the right to compel the bosses to meet you? A. To compel them; no, sir.

Q. Did you think because the bosses did not choose to meet you or your union that you had a right to boycott them? A. Why not?

Q. Don't you know why you did not have the right? A. No.

Q. You think because they did not want to meet you you had the right to boycott them? A. That is another thing.

Q. What do you mean by "another thing?" A. You speak of cases that never was before the union.

Q. Why did your unions, on April eighth, before the men were locked out, as you call it, why did they pass resolutions boycotting the brewers? A. I didn't hear that.

Q. Don't you know that on Sunday, April eighth, Sunday, April fifteenth, the different unions of the Central Labor Union, and your union, passed resolutions against the brewers? A. I guess not; I guess the brewers' union did not pass any resolution before April sixteenth.

Q. Does the Central Labor Union ever pass a boycott unless it is asked to do so by one of the unions that belong to it? A. I am not one of the delegates to the Central Labor Union.

Q. But you know all about it, don't you? A. I saw it in the paper the other day.

Q. You don't know anything about the local union, do you? A. I am secretary of the national union; that is all.

Q. Do you know anything about the Milwaukee trouble? A. I stated all yesterday.

Q. The Milwaukee maltsters who were on that boycott circular, eight of them, they did not have any union men, did they? A. So much as I know, yes.

Q. Those eight maltsters had union men? A. They had union men.

Q. Then why did you boycott them? A. They had union men before.

Q. Did they have union men when you boycotted them? A. That is more than I know.

Q. Why were they boycotted? A. The eight maltsters were boycotted because they would not recognize the union.

Q. Because they would not sign an agreement with the union? A. That is what I heard.

Q. And do you think that your union has a right to boycott a man's goods because he does not make an agreement with you? A. We did not boycott that malt.

Q. Did not the National Brewery Workmen's Union boycott the malt, and didn't you send out the circular? A. Yes.

Q. And when you had boycotted the malt because the maltsters would not make an agreement with the union, then you boycotted the brewers who used that malt, didn't you — the Milwaukee brewers who used the malt? A. The brewers were boycotted because the brewers made a lock-out of their men.

Q. You did not boycott the Milwaukee brewers before they locked out their men in October? A. Not before.

Q. Did not the Milwaukee brewers, who were working in the breweries there, refuse to handle that malt? A. I didn't hear that.

Q. You don't know anything about that? A. No, sir; it was only a boycott on three firms, so much as I know.

Q. On three Milwaukee firms? A. Yes, sir. (A paper was here shown to the witness.)

Q. Those are some more samples of boycott circulars; you paid for those, didn't you? A. Yes, sir.

Q. Don't you know that there are some eight or ten Milwaukee brewers on that? A. Yes, sir.

Q. Eight brewers boycotted for using eight maltsters' malt; isn't that it? A. The boss brewers were boycotted because they locked out their men.

Q. Why did they lock out their men? A. You must ask the bosses for it.

Q. Don't you know? A. I don't know that all.

Q. You know something about it? A. I don't know why the men were locked out.

Q. There was no manifesto then from the United States Brewers' Association? A. I don't know, sir.

Q. Don't you know that the manifesto did not come until March of this year? A. The manifesto was sent around last month.

Q. That was March of this year, wasn't it? A. Yes, sir.

Q. You said, on your cross-examination to-day by Mr. Gompers, that these Milwaukee and Chicago circulars that were printed by the East Side Printing Company, that that was a different affair; haven't you an interest in the East Side Printing Company? A. No, sir.

Q. In the profits of that concern? A. No, sir.

Q. You don't get a cent from Mr. Schoer? A. No, sir.

Q. You are sure about that? Q. Yes, sir.

Q. You pay him for his work? A. That is all.

Q. And you don't get any private commission? A. No, sir.

Q. You said, on your direct examination to-day, that the labor in the malt and commission houses was the same; have you ever worked in a commission house? A. No, sir.

Q. Have you ever worked in a malt-house? A. In a malt-house, yes.

Q. Had you ever worked in a Chicago or Milwaukee malt or commission house? A. No, sir.

Q. I believe you said you sent a St. Louis delegate from here to Chicago — or Milwaukee, wasn't it? A. We sent him from New York to Milwaukee and Chicago.

Q. You sent him to those non-union maltsters? A. We sent him to Milwaukee to our men, and with instructions to try to see the bosses and try to settle that trouble.

Q. To see the maltsters? A. The maltsters and the brewer bosses.

Q. You had boycotted maltsters because they would not make an agreement with you, and you had boycotted brewers because they used that malt? A. No, sir.

Q. What did you think there was to settle, then? A. We boycotted the brewer bosses because they locked the men out.

Q. How do you know they locked the men out? A. I got the letters here.

Q. You say you sent a dispatch to Chicago not to strike? A. Yes, sir.

Q. But they struck, anyway? A. Yes, sir.

Q. What was the difference between the Chicago matter and the Milwaukee one, that you sent a dispatch to Milwaukee to strike at once, and you sent a dispatch to Chicago not to strike? A. That was a different thing.

Q. What was the difference? The Chicago strike was about two weeks ago, wasn't it? A. Yes.

Q. And you knew what a strike meant then? A. That was not the reason.

Q. And when you ordered the Milwaukee strike you didn't know what a strike was. I believe you said you were not an anarchist; do you ever read your articles after you write them? A. Sometimes; I didn't write all the articles.

Q. Who writes these bloodthirsty, anarchistic articles?

Chairman Purcell.—Show by him what he writes himself, but don't try to find out, through him, who writes other articles.

Q. Does your union get any benefit out of the proceeds of that printing establishment? A. No, sir.

Q. None at all? A. No, sir.

By Mr. Gompers:

Q. What was the nature of the boycott, as you understood, that you gave expression to; what was the nature of the boycott of which you speak? A. The boycott of the men, you mean?

Q. What was requested in these circulars; what was the nature of the boycott; when you told the men, or when the men were directed to boycott these establishments what did you intend them to do; what is the meaning of the word "boycott," as used by you in that article? A. I understand a boycott, if a boycott is against a bread, or against meat, or against beer, not to drink that beer.

Q. That was the entire meaning of the word as used by you, not to drink the beer which was boycotted? A. Certainly.

Q. With which organizations is yours connected? A. With the Federation of Labor.

Q. Don't answer hastily, but give the title of the organizations as you know them; with which organizations is yours connected, and mention their titles in full? A. The national union is connected with the Federation of Labor.

Q. Give the full name of that organization? A. The American Federation of Labor; and a part of our national organization is connected with the Knights of Labor.

Q. Has the organization of which you have just now testified, known as the American Federation of Labor, anything to do with the organization known as The Federated Trades of New York, and of which you were shown the circular yesterday; is there any connection between the two? A. So much as I know, the American Federation is different and has no connection with the Federated Trades, as it is called.

Q. Is there any connection whatever? A. There is no connection.

Q. The ten cents paid by the local unions connected with your national union, is not that paid out of the forty-five cents that the members paid? A. That is paid out of that.

Q. The one-quarter cent per month that your national organization pays to the American Federation of Labor, does that come from the forty-five cents that your members pay? A. That comes from the ten cents.

Q. From the ten cents paid to the national organization? A. Yes, sir.

Q. Does the union of New York contemplate, or has it passed a law, providing for a benefit to support unemployed members?

Mr. UNTERMEYER objected to the question on the ground that the resolution should be produced, if that is not in the by-laws.

Q. Have you those letters which have not been admitted? (The witness produced several letters.)

Mr. GOMPERS offered in evidence a series of letters, dated in January and December, being letters received and official reports made to the general office, from Milwaukee. They were received in evidence, and marked "Employés' Exhibits 10, 11, 12, 13 and 14":

Translation of Employés' Exhibit 10.

MILWAUKEE, *December* 2, 1887.

WORTHY BROTHER.— Every malt-house and brewery proprietor has a printed list of the strikers, in order to prevent their finding work; besides the malt and brewery people are shutting down without any regard as to whether they are union or not.

Mr. Oscar Miller, foreman in Best's, has already turned off several good members of the union, with the final remark, "And when you are all of you dissatisfied, you may go." See to it that on the thirteenth inst., in Baltimore, the list of all the organizations be quickly made ready, for, in my opinion, it will not succeed without a general boycott of Milwaukee beer.

Best greeting.

RICHARD ELSNER.

Translation of Employés' Exhibit 11.

MILWAUKEE, *December* 3, 1887.

DEAR HERBRAND.— To-morrow I will send you a list of subscribers which I have collected since October first. Those before that date you must look after yourself. Complaints are still coming in that many of the papers are not received, and I think that the full lists will greatly aid in correcting this fault.

Yesterday we had a well attended meeting.

E. Klinkert, in Racine, has signed the contract with our union. I send you a copy thereof.

There is much ill-will shown toward our officers, and particularly toward me, even by members of the Cream City Brewery, who do not

work union malt, and for this reason, viz.: That I would have sold the union for ten dollars.

In yesterday's meeting it was, however, shown that it was only hate, from all sides, as I naturally defended myself in a favorable manner. A committee was appointed for each brewery to confer with the bosses and ascertain if they will recognize the union or not. Is there still much Milwaukee malt handled in New York? Will write again to-morrow.

Best greeting.

RICHARD ELSNER.

Translation of Employés' Exhibit 12.

Milwaukee, *December* 21, 1887.

Dear Herbrand.— Captain Pabst has inquired in his business who the shop delegates are, with the wish to see the shop delegates' books, as to who still belongs — this rascal — then, as I am told, Captain Pabst said directly: "Yes, we would help twist the strike for the Chicagoes; now we will also twist it for the union and the strikers — workmen." Otherwise there is nothing new.

Only see that I receive some strike money soon. About forty good union members, among them shop delegates, are still out of work, besides the strikers; otherwise I will be straitened, and there will be too many waverers. The assessments and contributions come in very slowly. There is a number of members who say: "We will first wait and see how it turns out; should it turn out well, then we will pay some more."

Best greeting.

RICHARD ELSNER.

I encourage enough and do what I can. This kind of business in the city is very poor. Cream City Brewery can put all the city beer on one wagon, instead of as formerly requiring four wagons.

Yesterday Schlitz had three car-loads of beer returned. Wolf says Schlitz will be the first to settle.

Translation of Employés' Exhibit 13.

Milwaukee, *January* 3, 1888.

Dear Herbrand.—With us the measures of the good union members are making admirable progress, inasmuch as nearly the entire office staff and shop delegates have been dismissed. In order to collect some money here, as also in order that the good work may spread

more, I shall go next week on a begging and "agitations" tour, since I also belong to the number of those thrown out and therefore have no lack of time. There are now more than 300 union men thrown on the streets, and, as you can well imagine, under those circumstances the assessments come in slowly.

With colleagueish greeting.

HERMANN KRAUSSE,
President of the Unhappy Union No. 9.

Translation of Letter Accompanying Employés' Exhibit No. 13.

MILWAUKEE, *January* 7, 1888.

DEAR HERBRAND.— This trip of Krausse's will not come to anything. Thy letter received yesterday. I immediately showed to Wolf, and no one mentioned this matter in yesterday's meeting.

In yesterday's meeting I spoke very emphatically in regard to our sick-relief fund.

Otherwise nothing new.

Herewith inclosure concerning the *Brewers' Journal.*

Best greeting

RICHARD ELSNER.

Translation of Employés' Exhibit 14.

MILWAUKEE, *January* 3, 1888.

DEAR HERBRAND.— The newest is that in the breweries also, no more union men can get positions, and, as I have already remarked, union men are discharged on the slightest pretext. We have scarcely any more shop delegates, but in spite of all I try to keep up courage, for, as I always say, if we are in Germany and war breaks out, we must make the best of it if they put gun and knapsack on our backs, although perhaps we may be shot to death. Our fight is a social one, but in that also we must make the best of some things.

Best greeting.

RICHARD ELSNER.

The WITNESS.— I got a letter here of the fourth of October.

Q. Upon the applications made to approve the strike, was that the cause of your sending the telegram? A. That is it.

By Mr. Untermyer :

Q. This strike that you ordered at Milwaukee was a strike of brewers, wasn't it? A. Of the maltsters.

Q. You say the entire meaning that you put to the word "boycott" is that you don't drink the man's beer ; is that all your union does when it boycotts ; don't they send their members and delegates around to the saloons to prevent other people from drinking the beer? A. I can only state my own opinion.

Q. Don't you know how a boycott is conducted? A. What is that?

Q. How a boycott is carried on? A. If an organization like the Central Labor Union declares a boycott, the boycott means that nobody shall buy or eat or use what is boycotted.

Q. It means not only that members shall not do it, but that they will stop other people from doing it? A. I don't know that.

Q. Didn't your members go into the different saloons in New York to try to stop men from selling this beer? A. I didn't know that.

Q. Didn't your members do that? A. I didn't send any men around.

Q. You had nothing to do with spreading this boycott, did you ; you didn't do any of the work? A. In this boycott, now?

Q. Yes. A. Not yet.

Q. Didn't you write the German circulars? A. The boycott circulars?

Q. Yes; didn't you write the German circulars which were printed and distributed?

Mr. Gompers objected to the question on the ground that the counsel should specify what circulars he refers to.

Q. Do you know that Wednesday night of this week there were a lot of circulars printed? A. I like to see the circulars.

Q. Do you know that there were any circulars printed on Wednesday night of this week? A. I am not sure of that ; it may be, if you can show me the circulars ; if I say yes, then I tell a lie.

Q. Mr. Herbrand, you know now whether Wednesday night there were any circulars printed? A. I can't tell you whether it was Wednesday or Monday or Thursday night.

Q. It was one of those nights ; who wrote the German circular that was printed on one of those nights ; you have seen that circular that was printed haven't you?

Mr. Gompers objected to the question on the ground that it was too indefinite. (A circular was here shown to the witness.)

Q. Did you write that circular?

At the request of Mr. UNTERMYER, the chairman of the Board directed Mr. Kurzenknabe not to suggest answers to the witness.

Q. Did you write the German of that circular?

Mr. RUSHMORE requested the Board to instruct the witness that if his answer to this question might tend to criminate him, and he wishes to put himself on his privilege, he is not obliged to answer it.

The chairman of the Board so instructed the witness.

Mr. RUSHMORE advised the witness to refuse to answer the question.

Q. Did you write that in German (showing scrap-book to the witness, A. I did.

Q. How many other circulars, in connection with this boycott, have you written in German? A. I didn't read not one.

Q. How many did you write in German? A. I won't answer.

Q. How many circulars, connected with this boycott, did you write? A. Which boycott?

Q. The present boycott on the brewers who would not sign your agreement? A. I can't remember how many.

Q. All these that you wrote, were they translated and printed? A. I guess not all.

Q. How many of those that you wrote were translated and printed? A. One or two.

Q. Is that one of those that was translated?

Mr. RUSHMORE objected to the question. Objection sustained.

Q. Who translated these boycott circulars that you wrote in German?

Mr. RUSHMORE objected to the question as immaterial. Objection sustained.

Q. Did Mr. Ornheim translate it?

Mr. RUSHMORE objected to the question. Objection sustained.

By Commissioner DONOVAN:

Q. In your testimony yesterday you stated that at the time of the making of the agreement in 1887 you were connected with the Knights of Labor? A. That was in 1886.

Q. Is your organization now connected with the Knights of Labor; I mean your national organization? A. We have a couple of unions that belong to the Knights of Labor.

By Mr. UNTERMYER:

Q. But your local union is connected with the Central Labor Union? A. Local Union No. 1, yes, sir.

Q. You have demanded the discharge from the breweries of engineers who were members of the Knights of Labor? A. No, sir.

Q. Do you know Mrs. Melser? A. Yes; I know Mrs. Melser.

Q. She is a widow lady who has a small brewery in Williamsburgh? A. I don't know; I guess it is.

By Mr. Gompers:

Q. What was the reason that you left the Knights of Labor? A. The reason was we got an order from District 49 to go on a strike.

Q. Which strike — the sympathetic strike? A. The coal shovelers' strike.

Q. And why didn't you go on strike? A. Because we had a contract with our bosses.

Q. And you wanted to keep those contracts — you wanted to live up to them? A. Yes.

Philip Feuerbach, a witness called on behalf of the employés, being duly sworn, testified as follows:

By Mr. Gompers:

Q. Do you speak English? A. No.

Q. What is your name? A. Philip Feuerbach.

Q. Where do you live? A. 785 One Hundred and Sixty-ninth street.

(By consent of counsel, S. E. Shevitch acted as interpreter for this witness).

Q. What is your occupation? A. I am a brewer.

Q. Are you a member of Journeymen Brewers' Union No. 1? A. Yes.

Q. How long have you been a member of Journeymen Brewers' Union No. 1? A. On the fourteenth of February it was two years since I became a member.

Q. Who asked you to become a member? A. The boss.

Q. Which boss? A. John Eichler; the invitation to join came from the John Eichler Brewing Company; the name was Louis Heinz.

Q. Is Louis Heinz a member of that firm? A. Yes; he is a member of the bosses' union.

Q. How long have you worked there? A. On the sixteenth of July it will be five years.

Q. Were you working for John Eichler up to the sixteenth of April? A. Yes; I worked till midday of the sixteenth of April, when I was sent out of the brewery.

Q. What means were used by which you were discharged or locked out? A. At a quarter to twelve on the sixteenth of April there came Louis Heinz and Jacob Siegel, and told the men that they had a right to leave the union, but that they had a right to come back the next

day, provided that they would disown their union and give a pledge not to belong to any union opposed to the interests of the bosses; that their union had all along made trouble for the bosses, and therefore they didn't want it; that if they found out that any man who goes back to work the next day — if he after that would belong to any organization that was working against the interests of the bosses, that that man would immediately be dismissed.

Q. Did you belong to any organization that worked against the interests of the bosses?

Mr. UNTERMYER objected to the question on the ground that it called for a conclusion of the witness. Objection sustained.

Q. Why did you not renounce your organization?

Mr. UNTERMYER objected to the question on the ground that it is immaterial what the witness's reason was.

Commissioner ROBERTSON.— We will assume that this man did not want to leave his organization because he was pleased with it, and because he thought he was benefited by it.

Q. At the time that you were requested, at Eichler's, to join the union, was any threat used of discharge or anything else if you did not join the union?

Commissioner ROBERTSON.— We will hear what was said and who said it.

Q. Do I understand you to say that a member of the firm of John Eichler & Co. asked you to join the union? A. Several times circulars were posted up, enjoining the men to join the union; they did not pay attention to these circulars and tore them down, and thereupon Louis Heinz told them, and posted a circular to that effect, that on a certain day in February they had to join the union; they had to come to Wendell's Assembly Rooms and join the union, and whoever did not join the union would be dismissed; only those who would not join the union would be dismissed.

Q. Louis Heinz, whom you mention, was a member of the firm of John Eichler & Co.? A. He was the book-keeper and a son of the foreman, and the foreman is the son-in-law of the boss.

By Mr. UNTERMYER:

Q. Were you at the meeting of the brewers' union on the 8th of April, 1888? A. No.

Q. Were you at the meeting of the brewers' union on the Sunday before you were discharged or locked out — the day before? A. Yes.

Q. Did you hear the resolutions that were read and passed at that meeting, the day before the breweries closed? A. I cannot say.

Q. Are not the proceedings of the union conducted in German? A. Yes; they are in German.

Q. Are the resolutions in German? A. They are also in German.

Q. Were not the resolutions read at that meeting? A. I can not say.

Q. Don't you remember what took place at that meeting, just before the breweries closed? A. I can not say.

Q. Don't you know that at that time your union was boycotting the beer that you were being paid to make? A. Our union did not boycott any beer.

Q. What union was it that did boycott the beer that you were paid to make?

Mr. Gompers objected to the question on the ground that the witness can only testify to what his union did, to his knowledge.

Chairman Purcell.—If he knows, he can answer.

Q. What union had boycotted the beer that you were being paid to make before the breweries shut down? A. I can't say for sure what union it was.

Q. Do you take the *Brauer Zeitung*? A. Yes.

Q. You take it and you read it, do you? A. I take it as long as it exists.

Q. Didn't you read in that paper about the boycotting of the beer that you were making, before the breweries shut down? A. I don't think so.

Q. Don't you know that at the meeting the day before the breweries closed it was reported that the Central Labor Union had boycotted the brewers? A. I have heard that some brewers were boycotted, but I don't know what breweries were boycotted.

Q. Who made that statement in the meeting of your union, before the breweries shut down, that some of the breweries were boycotted? A. I don't know that; and I heard about it, not in the meeting, but outside.

Q. Were not the resolutions of the Central Labor Union, boycotting certain breweries, read in the meeting of your union on the fifteenth of April, the day before the breweries shut down? A. It is possible that they may have been read, but I did not hear anything of them.

Q. You were not there all the time? A. I wasn't there all the time.

Q. Before Mr. Louis Heinz closed the brewery on the sixteenth of April he called all the men together, didn't he? A. Yes.

Q. Can you read German? A. Yes.

("Employés' Exhibit 4" was shown to the witness.)

Q. Tell me whether that was posted in the brewery. A. Yes.

Q. Did you read the brewers' manifesto — the circular of the

brewers? (A copy of the brewers' manifesto was here shown to the witness.) A. Yes, sir; these circulars were distributed by Heinz.

Q. Were you not satisfied to continue to work there under the conditions named in that circular?

Mr. GOMPERS objected to the question. Objection overruled.

A. Under certain conditions, not.

Q. Were there certain conditions in the manifesto under which you were not willing to continue to work? A. As far as I know, there were no special conditions given in that circular; the only condition was to leave the union.

Q. Please look at that circular; take this lead pencil and mark anything in that circular that tells you that you must leave the union. (The witness marked a clause which was translated as follows: "*Resolved*, That at the expiration of the existing contracts, no new agreement shall be made with any brewery workingmen's union.")

Q. Did you also read the next clause? A. Yes.

The clause referred to was translated as follows: "*Resolved*, That we assure our employés and the public that this action is not taken for the purpose of reducing the present scale of wages or lengthening the time of labor, although we are paying to-day, for the hours of work and kind of labor required, higher wages than are paid in any other industry."

Q. When you concluded that the resolution which you have marked prevented you from belonging to a union, had you also read the part that I now mark in that circular? A. I had not read that.

The portion referred to was translated as follows: "In forming this resolution, we do not deny to labor the right to organize — a right which we claim and exercise ourselves as employers; nor do we leave out of sight, or regret, the tendency of the times to secure to the workingman, through united effort, amelioration of his lot."

Q. What was your position? A. In the washing-house.

Q. A wash-house worker? A. Yes, sir.

Q. You were getting fifteen dollars a week? A. Yes, sir.

Q. Did you have any complaint of the way you were being treated at Eichler's? A. Yes; for the last winter.

Q. Did you speak to Mr. Eichler about it? A. No; I have spoken to the foreman.

Q. Did he correct it? A. No.

Q. When was it made good? A. It was never made good.

Q. What was your trouble? A. The trouble was that the men in the wash-house had to stop five or six weeks, while the men in the

cellar stopped only two weeks, and some others who had eighteen dollars a week had not to stop at all.

Q. They all belonged to your union, didn't they? A. Yes.

Q. And they have less men working in winter than in summer at the brewery, haven't they? A. No.

Q. Have they more men in a lager beer brewery in the winter than in the summer? A. No.

Q. The same number all the year round? A. Yes.

Q. When they discharged you for six weeks, did they put somebody in your place? A. No; the people that were there had to do the work.

Q. So they had fewer men during the six weeks you were away than when you were there? A. Yes; the four men that stopped.

Q. Was that in the winter time? A. Yes.

Q. Don't you know that lager beer brewers do less business in the winter than in the summer, and require less men? A. That everybody knows, but it is not right to have some of them stop six weeks while the others stop only nine days or two weeks, or not at all.

Q. There are less kegs washed in the winter time than in the summer, are there not. A. That is natural.

Q. And your business was washing kegs? A. Yes.

Q. Do you think that they ought to have as many men to wash kegs in the winter as they have to wash kegs in the summer? A. No.

Q. When you were told to go into the union was Peter Doelger being boycotted by the union? A. When I joined the union the boycott against Peter Doelger was already raised.

Q. How long before you joined the union had they raised the boycott against Peter Doelger? A. I could not say.

Q. Was it within a few weeks? A. I can't say.

Q. Do you know why Peter Doelger was boycotted? A. I don't know that, either.

Q. Don't you know that he was boycotted because he would not make all his men join the union? A. I could not say that; I did not pay any attention to all those things at that time.

Q. Do you know whether the same union that was boycotting Peter Doelger demanded that Eichler should make his men join the union? A. I don't know.

Q. How many union breweries were there in New York when Peter Doelger was boycotted and Eichler's men went into the union? A. I don't know that, either.

Q. What have you been doing since the sixteenth of April?

Mr. Gompers objected to the question as incompetent and irrelevant.

Mr. UNTERMYER offered to show that this witness has attempted to injure people who would not make an agreement with the union.

Mr. GOMPERS objected on the same grounds.

Q. Have you, since April sixteenth, been going around among saloon-keepers trying to get them not to take the beer made by the brewers who did not make an agreement with the union? A. No.

Q. You have never asked a single saloon-keeper not to take beer from such a brewer? A. No.

Q. Who does that business for the union?

Mr. GOMPERS objected to the question. Objection sustained.

Q. Do you get pay while you are out of employment? A. Yes.

By Mr. GOMPERS:

Q. What time in the day was the meeting of the Journeymen Brewers' Union held on the fifteenth, the day before the lock-out occurred? A. From 9 to half-past 11 in the morning.

Q. What time does the Central Labor Union hold its meetings? A. I don't know.

Q. Do you know whether they are held in the afternoon or not? A. I can't say that.

Q. Did you place any reliance upon the assurance of the employing brewers when they refused to sign agreements with the union that had existed two years previous? A. At present not at all.

Q. In the manifesto it is stated, in substance, that the brewery workingmen's union were acting against the interests of the employers, and that the men could return to work the day after the sixteenth of April, provided that they renounced their connection with organizations that were against the interests of the employers; did John Eichler ever complain that the union of which you are a member was acting against his interests?

Mr. UNTERMYER objected to the question on the ground that it is based on a statement which is not true.

Q. This document, entitled "Conditions upon which men will be employed," contains the following (speaking of the men): "That they will agree not to aid directly or indirectly, encourage or contribute to any body, person or organization engaged in attempting to injure the business of any brewer, or in boycotting or interfering with the sale of the merchandise of such brewer;" in this particular instance did John Eichler ever complain that his men were contributing to an organization that was injuring his business, before the sixteenth of April? A. I have never heard anything of the kind.

Q. You stated that you felt aggrieved, some of the men in the brewery felt aggrieved, at the manner of laying off a number of the men;

do you base your grievance upon section 8 of the agreement of last year? Did you ever see a copy of the agreement between the employing brewers and the journeymen brewers? A. I, personally; no.

Q. Did you know any of the conditions of the agreement?

Mr. Untermyer objected to the question. Objection sustained.

Q. Was it a rule in Eichler's brewery, something like this, that to prevent wholesale discharges the employer shall make arrangements with his workingmen that during certain periods they shall lay off alternately, which shall be done impartially? A. As much as I know, that rule was in the agreement.

By Mr. Untermyer:

Q. The cellar men who, you say, were not laid off, while you were laid off for six weeks, got eighteen dollars a week, while you got fifteen dollars a week? A. Yes, sir.

Q. Do you know why they laid off a fifteen-dollar man and kept on an eighteen-dollar man? A. As much as the foreman told me; he could not use men from the wash-house in the cellar.

Q. How many delegates has your union in the Central Labor Union? A. I don't know.

Q. Don't you know any of the delegates? A. No, sir.

Q. Didn't you vote for the delegates? A. No.

Q. Who appoints the delegates in this democratic organization from the union to the Central Labor Union? A. They are elected in the meeting.

Q. Then you vote for them, don't you? A. It may be that I wasn't present at that meeting; I don't think I voted for any delegates.

Q. Do you regard it as any of your business, as a workingman in a brewery, whose malt the owner buys?

Mr. Gompers objected to the question.

Commissioner Robertson.—It is hardly worth while to ask that question; it answers itself.

Frank Link, a witness called on behalf of the employés, being duly sworn, testified as follows:

By Mr. Gompers:

Q. State your name and address? A. Frank Link, One Hundred and Twenty-third street and Tenth avenue.

Q. What is your occupation—what do you work at? A. Well, I was working in the Lion brewery, dishing out the beer for the men most of the time.

Q. The beer that they drank? A. Yes.

Q. Are you a member of the brewers' union? A. Yes, sir.

Q. How long have you been a member? A. Two years, about.

Q. Were you induced to join the union? A. Yes, sir.

Q. By whom? A. One of the workmen gave me the money.

Q. Do you know where it came from? A. Robert Baldauf is the name of the man who gave me the money.

Q. Do you know who he got the money from? A. No.

Q. Was there any statement made at the time the money was given
to you by this Baldauf; who is this Baldauf? A. He is a workingman.

Q. Working for whom? A. Working for Bernheim & Smith.

Q. Those were the people for whom you were working at that time? A. Yes, sir.

Q. What did Baldauf say to you when he gave you this money?

Mr. UNTERMYER objected to the question. Objection sustained.

By Mr. UNTERMYER:

Q. Had you ever been in a brewery before you worked here? A. No, sir.

Q. What work did you start at here? A. Lion Brewery is the first place I ever was working.

Q. Did you have charge of the beer at the start? A. Yes, sir.

Q. And you kept that place all the time? A. All the time.

Q. Your business was to give the men in the brewery beer to drink? A. Yés, sir.

Q. The men did not pay for the beer, did they? A. No; they did not.

Q. But you were paid by the boss to dish it out? A. Yes, sir.

Q. What was the limit; how many glasses of beer was each man allowed to drink? A. All he wanted.

By Mr. GOMPERS:

Q. How long have you been in the Lion Brewery? A. About eleven years.

Q. And that beer, given free to the brewery workmen, was given the same way before the organization of the union, was it not? A. Yes.

EDWARD DEGMEIER, a witness called on behalf of the employés, being duly sworn, testified as follows:

By Mr. GOMPERS:

Q. Give your name and address. A. Edward Degmeier, 110th Street and West Boulevard, by John Keiser.

Q. What is your occupation? A. I worked in the Lion Brewery, in the wash-house.

Q. How long have you worked there? A. From the middle of July of last year.

Q. Are you a member of the brewers' union? A. Yes.

Q. Did anybody induce you to become a member of that union? A. Yes.

Q. Who? A. Mr. Elias, Senior.

Q. Who is Mr. Elias, Senior? A. Mr. Elias is dead; he had a brewery in Fifty-fourth street.

Q. Were you employed by Mr. Elias at that time? A. Yes.

Q. Who has his brewery now? A. As far as I know, it is young Elias & Company, a former bookkeeper and several other persons that I don't know.

Q. What did Elias say to you? A. Elias, not himself but through his foreman, told me that I had already let one Sunday pass without joining the union, and if I would not join the union next Sunday I would be dismissed.

Q. Do you know of anybody who was discharged for not joining the union? A. Yes, sir.

By Mr. Untermyer:

Q. What is the name of the man? A. I can't say for sure, but Secretary Herbrand told me that his name was Fritz Schwartz.

Q. Is that all you know about it? A. I can't say for sure; he has a nickname which, perhaps, it would not be right to mention here.

Q. What is the nickname? A. The Black Fritz.

Q. Did you hear anybody discharge this man yourself? A. I have not heard it myself.

Q. Did you hear any man discharged personally? A. I was not present.

Q. All you know about this discharge is what the men told you, isn't it? A. It was proved by the simple fact that the man in question did not come back to work.

Q. That is all you know about it? A. Yes.

Q. Why didn't you go back to work Tuesday, April seventeenth? A. I was organized as a workingman and I had no necessity of having myself reorganized.

Q. Didn't you know that you could go back to work and still remain in the union? A. Yes.

Q. Then why didn't you go back? A. I didn't go back simply because I had been forced by the bosses to go in with the crowd and I was again forced by the bosses to go out with the crowd.

Q. Do you know who forced the bosses to make you join the union? A. I don't know.

Q. Did you work in a brewery when the union was formed? A. Yes.

Q. Do you remember the time of Peter Doelger's boycott? A. I don't know.

Q. Don't you remember that Peter Doelger was boycotted at about the time you went into the union? A. I have heard something about it, but I don't know anything positively.

Q. Do you know why Peter Doelger was boycotted? A. No.

Q. Do you know whether Peter Doelger had union men at the time the union started to boycott him? A. No.

Q. Do you know whether Peter Doelger had union men when they raised the boycott for him? A. No.

Q. You were working for Elias at the time of that boycott, right across the street from Peter Doelger's, weren't you? A. Yes.

Q. And yet you say you don't know why Peter Doelger was boycotted? A. I did not preoccupy myself about that part of it.

Q. Have you been assisting this present boycott in any way? A. No.

Q. Haven't you been paying money toward it? A. No.

Q. Where does the money all come from with which to support it, if you know?

Mr. GOMPERS objected to the question. Objection sustained.

By Mr. GOMPERS:

Q. What were you told on the sixteenth of April by your employer? A. He didn't say anything.

By Mr. UNTERMYER:

Q. Is that the placard you referred to, with the names added (showing the witness Employés' Exhibit 4); is that the placard that was posted up? A. This wasn't the placard that was posted on the sixteenth of April.

Q. Was it a printed placard? A. No.

By Mr. GOMPERS:

Q. Do you know of any complaint your employer made prior to the sixteenth of April, that his workmen were engaged in any business or in any organization that worked against the interests of the employers? A. I don't know.

Q. You never heard of any such complaint? A. I have not heard of it.

By Mr. Untermyer:

Q. Did you never see such a poster? A. With the names, yes, sir.

Q. Was such a placard posted up in your brewery before the sixteenth of April? A. Yes.

Christian Kessler, a witness called on behalf of the employés, being duly sworn, testified as follows:

By Mr. Gompers:

Q. Where do you live? A. Ninth avenue, 1869.

Q. What is your occupation; what do you work at? A. Brewer.

Q. How long have you worked at the brewing business? A. Twenty years.

Q. By whom were you employed previous to the sixteenth of April? A. At the Lion Brewery.

Q. How long were you employed at the Lion Brewery? A. Almost three years.

Q. Are you a member of the brewers' union? A. Yes, sir.

Q. How long have you been a member of that union? A. Almost two years.

Q. Did any one induce you to become a member of that union? A. Yes; the foreman of the Lion Brewery.

Q. What did he say to you?

Mr. Untermyer objected to the question. Objection sustained.

Q. Did anybody give you any money to join the union? A. Yes.

Q. Who? A. Robert Baldauf.

Q. Who is Robert Baldauf? A. A workingman in the Lion Brewery.

Q. Do you know where he got that money? A. No.

Michael Wolf, a witness called on behalf of the employés, being duly sworn, testified as follows:

By Mr. Gompers:

Q. Where do you live? A. 121 One Hundred and First street.

Q. What is your occupation? A. A malt-grinder.

Q. Where were you employed before the sixteenth of April? A. At the Lion Brewery.

Q. Are you a member of the Journeymen Brewers' Union? A. Yes.

Q. How long have you been such? A. About two years.

Q. Were you induced to join? A. Yes.

Q. By whom? A. From the foreman.

Q. What is his name? A. Jacob Meyer.

Q. Did anybody give you any money to join? A. Yes.

Q. Who? A. Robert Baldauf.

Q. Do you know where he got that money from? A. I didn't see it; I can only say what I heard.

Q. How much money did he give you? A. Two dollars.

Q. Was that the initiation fee at the time in the union? A. Yes.

By Mr. UNTERMYER:

Q. They have raised it to twenty-five dollars now, haven't they? A. That I don't know.

Adjourned to April 28, 1888, at 10 o'clock A. M., at which time

RICHARD ELSNER, a witness called on behalf of the employés, being duly sworn, testified as follows:

Mr. RUSHMORE asked for an interpreter for this witness.

Mr. UNTERMYER objected to having an interpreter, on the ground that the witness talked English and had written letters in English, some of which were shown to the Board.

The oath was administered in English, and the witness stated that he could not understand the formula of the oath.

Chairman PURCELL.—We now decide, on account of the inability of the witness to understand the proceedings, that he shall have an interpreter.

Mr. KATZENMAYER acted as interpreter, and the oath was repeated to the witness in German.

By Mr. RUSHMORE:

Q. Where do you live? A. I live in Milwaukee.

Q. What is your business or occupation? A. My present occupation is, I am secretary of Brewers' Union No. 9, of Milwaukee.

Q. How long have you occupied that position? A. Since the first of October of last year.

Q. Are there not, in Milwaukee, two classes of business houses connected with the brewing business, known as commission houses and brewery houses? A. As much as I know, there are eight malt-houses that are not in connection with the breweries.

Q. These malt-houses are what I called commission houses, are they not? A. Yes; they sell the malt; they don't manufacture the malt.

Q. Was there any difference in the amount of wages paid by the commission houses and the brewery houses in October, 1887? A, Yes; there was a difference.

Q. Which class of houses paid the lowest wages? A. Those paid by the so-called commission houses; there are also two brewery malt-houses that have paid the low wages of the commission houses although they had a contract with the union.

Q. Was there any effort made to obtain an equalization of wages in the commission and brewery houses of Milwaukee, in the fall of 1887? A. Not to equalize, but to make an effort to increase the wages in the so-called commission houses so as to bring them up pretty near to the rates of the malt-houses.

Q. Did you have any conference with any of the representatives of the brewery houses with respect to this question? A. I had no official conference with the brewery owners, but I was in the office of Captain Pabst, and Captain Pabst told me if the matter wasn't going to be changed he would refuse to pay the wages.

Q. Who is Captain Pabst? A. He is the president of the Philip Best Brewing Company, of Milwaukee.

Q. State what Captain Pabst said to you about this question of wages. A. In the month of October I assumed the position of secretary of the brewery workingmen's union; I was charged with taking hold of that work that was generally referred to the committees, to go around to the breweries and malt-houses and investigate the trouble and act as arbitrator.

Q. You saw Captain Pabst and he spoke to you about this matter; now state what he said? A. I was in the office of the Philip Best Brewing Company in October four or five times; it was always in reference to a violation of the contract or agreement; a man was employed, without the card of employment, in the malt-house of the Philip Best Brewing Company.

Q. You said, a few minutes ago, that Captain Pabst spoke to you about the raising of the wages in the commission houses? A. Yes, sir.

Q. What was it he said? A. He spoke about the man that was employed without the card; "Mr. Elsner," he said, "I will say this to you, that we pay altogether too high wages, as compared with the commission houses."

By Chairman Purcell:

Q. What did you go there for? A. The union authorized me, or requested me to do so.

Q. To do what? A. To speak to Captain Pabst in reference to this man employed by the brewing company without the card of the union.

Q. What did you want Captain Pabst to do? A. The union demanded that, not I demanded it.

Q. Demanded what? A. That the man should be discharged in that malt-house because he did not have the union card; it was against the contract; the contract said that only union men should be engaged, and it was for this reason that I wanted it.

By Mr. RUSHMORE:

Q. You said that Captain Pabst spoke about those low wages in the commission houses; that is what I want to know. A. Yes; he said (I believe it was twice that he spoke to me about it) that he must pay, as compared with the wages of the commission houses, too high wages altogether.

Q. You started to say, if I recall aright, that Captain Pabst asked you to take action in the matter; state what he said in regard to that. A. Yes; he spoke about the matter, that he must pay higher wages than the commission malt-houses, and I always had to excuse myself by saying that the people working in the commission houses are not as good as those that work in the malt-houses; then I told him that we were just about bringing about an understanding that wages of the commission houses will be increased to sixty dollars a month.

Q. Did Captain Pabst ask you or your organization to interfere in this matter of wages?

Mr. UNTERMYER objected to the question.

Q. What further did Captain Pabst say about regulating the wages in the commission and brewery malt-houses? A. He said that from all appearances the union is burdensome, and that he would not, most likely, renew the contract on the expiration of the same. He said also, that he had no more sympathy, or something to that effect, with the union; not quite sympathy; I can not quite express myself.

Q. Did Captain Pabst say anything to you about the action your union should take in respect to raising the wages of the commission houses? A. No.

Q. This house of the Philip Best Brewing Company is the largest brewing house in Milwaukee, is it not? A. Yes, sir.

Q. Did any other of the brewery bosses complain that the wages of the commission houses were too low as compared with the wages they paid? A. Two of the other brewery owners have not paid the wages paid by the brewers; the bosses of the other malt-houses have said occasionally that the wages of the commission malt-houses are too low as compared with theirs, and they should be screwed up.

Q. Was an effort made by your union to have the wages in the commission houses increased? A. Yes; for about two months we have peaceably tried to settle that question and have had conferences in respect to the increase.

Q. What was the result of your endeavors to raise the wages in the commission houses? A. Every eight days I had to make my report in the regularly called meetings of my union about this matter of

what I ascertained; and I also stated to this meeting what I heard from Captain Pabst.

Q. Did the commission houses increase the wages of their employés? A. No; they have not increased the wages; they have now increased them to forty, forty-five and fifty dollars; I am told that those attending to the kilns are getting fifty-five dollars now and the floor managers also.

Q. In November of last year there was a strike in Milwaukee; what occasioned that strike? A. To raise the wages.

Q. Against whom was that strike made? A. Only against the commission malt-houses.

Q. After that strike what action did the brewery bosses take with respect to your union? A. On November twenty-fifth or twenty-sixth they have not recognized our union any longer.

Q. What do you mean by their failure to recognize the union on those days? A. From that day the brewery owners did not consider themselves bound under the contract, and they said that they would make agreement with the individual members.

Q. There was then an agreement between your union and those brewery bosses, was there? A. The contract should run up to May first of this year.

Q. What action was taken when the brewery bosses, in November last, refused to recognize their agreement with your union? A. About eight days afterwards we held a meeting and we appointed committees at our meeting to confer with the brewery bosses to see whether or not an amicable settlement could be had in the matter so that the brewery men could be taken back.

Q. Did you succeed in getting an amicable settlement of your differences? A. No; they did not want to have anything to do with the union any longer.

Q. Was a boycott ordered against these brewery bosses? A. I don't know anything of a boycott.

Q. Was there a boycott ordered or entered into, prior to the refusal of the brewery bosses to recognize your agreement? A. I know nothing of a boycott; the word "boycott" was never used at our meeting.

Q. Until the time that the brewery bosses refused to recognize your agreement did your union do anything to injure their business? A. I can't remember; I don't know; after the strike of the maltsters it was said that the brewery employers will not recognize the union any more; I can't remember; I only know that there was a maltsters' strike and that there was a lock-out in January, and that is about all I know of it.

Q. You say there was a lock-out in January; who did the locking out? A. All the brewery owners of Milwaukee.

Q. Whatever difficulty you had with the brewery bosses then was occasioned by their failure to live up to their agreement, was it?

Mr. UNTERMYER objected to the question.

Q. Did your organization have any communication whatever with the local organizations of the brewers of New York city or vicinity in respect to this strike? A. Just as little as with San Francisco.

Q. Was there any communication between your organization in Milwaukee and the local organizations in New York city in respect to this strike? A. None whatever.

By Mr. UNTERMYER:

Q. Mr. Elsner, are you married? A. No; I am not married.

Q. What is your business? A. I am secretary of Brewers' Union No. 9.

Q. At Milwaukee? A. Yes.

Q. Who ordered your local union to strike? A. The maltsters that were employed in the malt-houses demanded that we should strike, or they would organize a union themselves and strike.

Q. Who directed your union to order a strike in the breweries at Milwaukee? A. There was no strike in the breweries at Milwaukee; there was a lock-out.

Q. Who directed the strike in the malt-houses? A. By request of our local executive board, the strike was ordered by the national; they urged the national executive board to issue the order.

Q. Did you ask the national board to order a strike in Milwaukee? A. I have written as secretary; I only did it as secretary, by order of the local union.

Q. Who were the members of the executive board of your local union in October, 1887?—give their names. A. Leonard Wolf, Carl Bruner, Richard Schwalger, Frank Lutterman; I don't know exactly the name.

Q. How many members were there of the executive board? A. Five.

Q. Were you a member of the board? A. No.

Q. Can you write English? A. If I take great pains I am able to bring about, or go and draw up, a second-hand letter; and then I have to take great pains. (A paper was here shown to the witness.)

Q. Look at the paper I show you and state whether that is in your handwriting; did you write that letter? A. I don't know; I have not come here to expose the national brewer bosses' conspiracy.

Q. Do you know of any brewer bosses' conspiracy? A. I give no answer; I believe there is a national boss brewers' conspiracy; if you believe it, I don't care.

Q. Tell me what you know about that conspiracy? A. The whole matter I will keep for myself.

Q. Tell me what you know about any boss brewers' conspiracy? A. The answer I will not give you.

Mr. Untermyer asked the board to instruct the witness that he must answer the question.

Chairman Purcell.— You have been directed by law to come here as a witness, and it is your duty to answer these questions.

Q. Tell us what you know about the boss brewers' conspiracy? A. Well, you can see here are brewery bosses of Milwaukee and of New York city, and then you have them assembled here; you can see there is a combination.

Q. That is the reason you say there is a conspiracy? A. The spectators can see that they are assembled here in the most friendly way.

Q. What do you know about any conspiracy? A. The boss brewers in New York city have done the same way with their union as they have done in Milwaukee; it is all instigation by the boss brewers of Milwaukee, instigation about upsetting the brewers' union.

Q. Have you told us all you know about the boss brewer's conspiracy? A. I am a little excited at Mr. Untermyer for calling me yesterday a Milwaukee anarchist, and I will say he is representing anarchists, because the boss brewers' assembled here have not recognized the dignity and the law of the State of New York, and would have nothing to do with this Board; is what we call anarchy.

Q. Have you told me all you know about the boss brewers' conspiracy? A. It is very probable that I know more points, but I can't at present now recollect them.

Q. You have told me all that you recollect about the boss brewers' conspiracy? A. All that I now recollect, but it seems to me very probable that I know more points in this matter.

Q. Were you ever a brewer? A. Yes, sir.

Q. How long since you have done any work as a brewer? A. Since the twenty-eighth of May last year.

Q. The 28th of May, 1887, you were a brewer, were you? A. Yes.

Q. Where did you work? A. I worked the winter before that, last winter.

Q. Where did you work up to last May? A. I worked at Platt's malt-house.

Q. And when did you become secretary of the Milwaukee union? A. The first of October, last year.

Q. What is your salary as secretary? A. I am paid for my services in the same way as you are paid for your services.

Q. Answer the question. A. At the present time I take sixty dollars.

Q. Sixty dollars a month? A. A month.

Q. Is that all the salary you get? A. Yes.

Q. Is the money of the union in your hands? A. Yes, sir.

Q. And you take it out of that money? A. Yes, with the permission of our local executive board.

Q. And you only get sixty dollars? A. Yes, and I have to bring the receipts for all money.

Q. When you became secretary of the Milwaukee association, there was trouble already with the maltsters, wasn't there? A. No.

Q. Was there no trouble in October, 1887? A. No.

Q. When did the trouble commence? A. This strike commenced on the eighth of November last year.

Q. On the 8th of November, 1887, the union maltsters struck? A. Yes; at the commission malt-houses only.

Q. On the eighth of November the maltsters' strike was ordered, and on the ninth of November did you write this letter, which I now show you, to the Cream City Brewery of Milwaukee? A. I don't know, sir; I will not incriminate myself.

Chairman PURCELL.—There is nothing in this letter to incriminate you at all; you must answer that question.

Q. Did you write that letter? A. I guess so.

Q. Can't you tell your own handwriting? A. That might be forgery.

Q. Who has charge of the official seal of your local union? A. I don't propose to answer that question either. (The witness was directed to answer the question.) A. Well, I have written this letter.

Q, You have charge of the seal of your local union, haven't you? A. It is in the office of the brewers' union.

Q. That is the union of which you are secretary, Brewers' Union No. 9? A. It belongs to the office of the union; the secretary of our local executive board is there using the seal.

Q. Did you attach that seal of your local union to that paper? A. It may be.

Q. All of that letter is in your handwriting, isn't it? A. I am not sure; I guess so.

Q. Don't you know your writing when you see it? A. Well, I have said that I guess I have written this letter.

Q. I don't care to have you guess; answer yes or no; don't you know you wrote that letter? A. I guess I have written that letter.

Q. Is the entire body of the letter, as well as the signature, in your own handwriting? A. Yes.

Mr. Untermyer offered this letter in evidence.

Mr. Rushmore objected to it as immaterial, incompetent and improper. The Board overruled the objection.

It was received in evidence and marked "Employers' Exhibit X."

Q. What was there in the interest of the Cream City Brewing Company, of Milwaukee, in writing that letter; how was that letter in their interest? A. I won't answer that question.

Q. Why won't you answer it? A. That is my business.

Mr. Untermyer moved to strike out all the testimony of this witness.

Commissioner Robertson.— Unless he will answer, it must be stricken out.

Q. What did you mean when you wrote that you wanted an answer in the interest of the Cream City Brewing Company? A. The Cream City Brewing Company uses all the time commission malt, and this company promised our union not to take any commission malt during the strike; that they will not take any more from the commission houses; the interest of which I speak in this letter is this: that the journeymen brewers in the brewery malt-houses, they came to the meeting and said that the workingmen would not handle any malt from the commission houses.

Q. What man connected with the Cream City Brewing Company promised you that he would not take any commission malt? Give his name. A. Meyer; Meyer said that he will not take any more malt from the commission houses in his brewery, excepting four or five hundred bushels that they have already purchased.

Q. Was it before or after you sent that letter that Mr. Meyer, of the Cream City Brewing Company, told you that? A. I can't remember that now.

Q. Didn't you send letters like that to all the Milwaukee brewers at the same time? A. I can't remember now.

Q. Mr. Elsner, how many letters do you remember sending to Milwaukee brewers at the same time that you sent that letter? A. I remember now that I have sent to the weiss beer brewers, requesting them not to, and they promised to.

Q. After they got the letters? A. I am not sure; but I remember now that I have written to the weiss beer brewers not to take the commission malt, and I can state that the weiss beer brewers bought

malt of the brewery houses; they didn't buy malt of the commission houses.

Q. Mr. Elsner, was it before or after you sent those notices to the weiss beer brewers that they went to the brewery maltsters to get their malt? A. Well, I can't remember.

Q. Give me the names of the Milwaukee brewers to whom you sent letters just like that one sent to the Cream City Brewing Company. A. There is the Cream City Brewing Company and the Huestings Weiss Beer Brewing Company.

Q. Did you send a letter like that to the Philip Best Brewing Company? A. I can't remember.

Q. Did you send one to Joseph Schlitz at the same time you mailed this one? A. It may be; I can't remember.

Q. Didn't you send letters like this to all the Milwaukee brewers at the same time? A. As far as I can remember, I sent them only to those establishments that were using the commission malt; I am not sure, but I guess so.

Q. Had the commission house maltsters signed a contract with your union? A. No.

Q. Did they have non-union men? A. Well, the most men were union, but they also employed non-union men.

Q. The commission maltsters had not recognized your union, had they? A. Well, as far as I know, they conferred with us.

Q. But they never recognized the union, did they? A. No.

Q. When you ordered a strike in the commission houses—— A. I didn't order any strike.

Q. When your union ordered a strike—— A. Our union didn't order it.

Q. Your union never ordered a strike in the commission malt-houses, did they? A. No, sir.

Q. The National Brewery Union ordered your union to strike, didn't they? A. Our local executive board requested the national board to issue the order to strike; we urged them.

A. Then the national board issued the order to strike? A. Yes, sir.

Q. And then you did strike, didn't you? A. I didn't strike.

Q. No, you kept on getting your salary, I know. A. Yes.

Q. Then your union struck? A. No; not the union; there was only about eighty men.

Q. Didn't your local executive board order your union men on strike? A. Not our local executive board; the national executive board ordered the strike.

Q. But your local executive board requested it; you requested the strike, didn't you; you asked for it? A. I don't understand you.

Q. Did your men strike in order to compel the commission merchants to make a contract with your union? Answer yes or no. A. Yes.

Q. Did your union believe, or your executive board believe, that they had the right to compel the commission maltsters to make a contract with your union? Answer yes or no. A. I can not do it; that must be answered with explanations; I can not answer that question by yes or no.

Q. Do you know what the word "boycott" is? You know what the word "boycott" is, don't you—what it means? Answer yes or no. A. I can't answer with yes or no. (A paper was here shown to the witness.)

Q. Did you ever see those circulars before? A. I can't remember of ever seeing such a circular.

Q. Is your memory a very bad one or have you a good memory? A. Well I happened to drink one glass of pool beer in New York, and it has hurt my memory.

Q. Have you a good or a bad memory? A. Well I can't remember ever seeing such a circular.

Q. Have you a good or a bad memory? A. I have not a good memory.

Q. You have a very bad memory? A. I won't say it is very bad.

Q. Was your union boycotting those brewers? A. No.

Q. You swear to that? A. I don't know of any boycott; I have made a statement to the Milwaukee press that we don't boycott.

Q. What did you do instead that is a great deal like it?

Mr. Rushmore objected to the question.

Q. What did your union do against the Philip Best Brewing Company and the other brewing companies named on that paper, after the strike was ordered? A. What strike?

Q. The strike in the malt-houses; after that strike was ordered what did your union do against the brewers mentioned in that list? A. You mean we issued this circular; we didn't issue it.

Q. Who issued the circular? A. I don't know.

Q. Did you get from Mr. Herbrand any circulars like that? A. I can't remember.

Q. Did you distribute any circulars like that? A. No.

Q. Did you give any circulars like that for distribution? A. No; not such a circular.

Q. You gave other circulars for distribution, didn't you, after the strike of the maltsters? A. What kind of circulars?

Q. Any kind of circulars against the brewing companies? A. No; not against the brewing companies. (An envelope was here shown to the witness.)

Q. Please tell me if you know whose handwriting that is; do you know the handwriting of that? A. No. (A label was then shown to the witness.)

Q. Did you ever see this before; Mr. Herbrand has sworn that he sent some of these to you; have you ever seen them before? A. I can't remember.

Q. Did you get 50,000 of those circulars? A. No.

Q. How many did you get? A. I can't remember of receiving such circulars.

Q. You don't know whether you received them or not? A. I can't remember.

Q. You know that you are on oath, don't you? A. Yes; you asked me if I received 50,000 circulars.

Q. I asked you if you did; if you didn't receive 50,000 of those, do you know how many you did receive? A. I can't remember so far that I have received a letter in this way from Chicago, and I don't know—there were inclosed four or five such bills from Chicago, but I don't know where they came from.

Q. Did you receive pasters like the one I now show you, which is marked "No. 6," which you paste on the back; Mr. Herbrand says he sent you some of those from New York; didn't you get them from New York; didn't you get some of those boycott pasters from New York from Herbrand? A. I can't remember; I only can remember that I received a letter, with some inclosed, from Chicago; that is all I can remember; I can't remember so particularly the particulars of this whole trouble.

Q. What did you do with those you received? A. I pasted them on my lamp; you can see them if you come to me.

Q. Who is the secretary of the local union in Chicago? A. His name is Young.

Q. What is his first name? A. Peter Young.

Q. What is his address? A. Secretary of the Brewers' Union of Chicago.

Q. No street? A. Lake street.

Q. What number? A. I can't remember the number.

Q. You say on the eighth of November you ordered a strike of the maltsters? A. No; I didn't order a strike.

Q. No; we know; a strike was ordered? A. It was only told in our meeting that the men had the allowance of the national executive board to strike; it was their own free will to go out of work; we did not urge them to go out of work.

Q. But when they went out of work, then you issued that circular, didn't you? (A paper marked "No 3" was here shown to the witness.)

A. I can't remember.

Q. This seal on that circular, "No, 3," that is the seal of your local union, isn't it? A. It seems to be.

Q. Don't you know it is? A. It is similar.

Q. Did you ever know anybody to counterfeit it? A. It seems to be.

Q. You have no doubt it is? A. Yes; it can be.

Q. That seal is under your charge isn't it? A. It may have come into the office of the brewers' union, but I can not explain what it means.

Q. There are eight names on that circular; are those the names of he eight commission houses that would not make a contract with your union? A. Yes.

Q. Who told Mr. Herbrand that those eight commission maltsters would not make a contract with your union? A. I can't remember.

Q. Was Mr. Herbrand in Milwaukee at the time of this trouble? A. Before the trouble began he was in Milwaukee, but not when the trouble was.

Q. He was in Milwaukee at the time you were trying to get these maltsters to make a contract, wasn't he? A. Herbrand was in Milwaukee to try and make a settlement.

Q. With whom? A. With the commission maltsters.

Q. What had the commission maltsters to do with your union; what did you have to settle with them? A. They have recognized our union because they have conferred with us; if they hadn't recognized our union, they ought not to confer with us.

Q. After conferring with you they refused to make an agreement, didn't they? A. I don't know the particulars about that.

Q. Were you and Mr. Wolf present at that conference? A. Yes.

Q. And on the part of the maltsters Mr. Zinn was present, wasn't he? A. Yes.

Q. Mr. Hansen was present, wasn't he? A. I guess so.

Q. Mr. J. G. Hansen and Mr. T. Hansen. A. Yes, sir.

Q. Mr. Fred. Krauss was present at one time, wasn't he? A. He was not there at one meeting.

Q. Mr. Asthmouth, Mr. Liebscher, Altpeter and Froedtert Brothers, they were present, too, weren't they? A. The most of the bosses were there.

Q. And you had a stenographer to write down what was said, didn't you? A. I can't remember.

Q. Mr. Wolf was a member of your local union, wasn't he? At that interview did you say this: "If you want to be a union malt-house, we have the right, and demand the right, to go over your books, to examine your books;" and did Mr. Asthmouth answer to that, "Is that justice; if that is justice, so I might ask you if you had paid your butcher or your grocer, and to look at your books?"

Mr. RUSHMORE objected to the question, as immaterial and incompetent. Objection overruled.

A. I can't remember so closely all that was said, the particulars; I can't remember.

Q. Didn't you say at that meeting, in substance, if this was a union malt-house you had a right to examine their books — your union? A. No; I can't remember; I guess not that I have said such a nonsense; I will not control the books of the bosses.

Q. Do you know that handwriting (showing the witness a paper); who was there to take down what was said? A. I can't remember.

Q. Wasn't there somebody there to take it down? A. I can't remember.

Q. Where was the meeting? A. We had the conference at Wehr's Beer Hall, up stairs.

Q. Do you know George L. Kurtz, who makes an affidavit at the end of this that this is a correct statement of all that transpired at that meeting? A. I don't know Kurtz.

Q. Don't you know that there was somebody present at that meeting besides yourself and the maltsters, who wrote down what was said? A. I can't remember.

Q. In whose handwriting are the words "Falk Brewing Company, Milwaukee?" A. I will give no answer.

Q. Oh, yes, you will; is that your handwriting? A. It may be.

Q. Don't you know it is? A. I can't remember.

Q. Look at some other handwriting of yours that you know about, and after comparing them, tell us whether that is in your handwriting; is that your handwriting? I call your attention once more to the words "Frederick Falk Brewing Company, Milwaukee," and I ask you if that is your handwriting? A. I will give you some explanation.

Q. No, you won't; say yes or no. (Another paper was here shown to witness.) If this will help you, look at this too. (Other papers were

then shown witness.) What I want to know is, is that your writing? A. I guess it is.

Q. Don't you know it is? A. I am not quite sure.

Q. How many of those circulars did you address and send out? A. Mr. Chairman, I can not remember for sure, but I guess I have sent to each brewery.

Q. How many of those did you send out? A. I guess — I am not sure.

Q. You think you did; it is your best belief and impression that you sent circulars like this to all the Milwaukee brewers? A. Well, I am not quite sure, but I guess so; I am not quite sure.

Q. Who told you to do that? A. I can't remember.

Q. Did the executive board tell you to do that? A. I can't remember.

Q. Do you ever put the seal on a circular without the authority of the executive board; before you put the seal on a circular does the board tell you to put it on? A. Every letter that goes out of the office must have the stamp; that is an official way to communicate; but I am not sure about the particulars about this letter.

Q. Who instructed the members of the National Brewery Union not to handle any of the commission malt of Milwaukee; who told the members of the National Brewery Workmen that they must not handle any of that malt? A. I don't know.

Q. In this notice it is stated by Mr. Herbrand, the notice you sent: "I am authorized to notify you that all malt made in the commission malt-houses of Milwaukee, Wisconsin, will not be handled in future by the members of the national union," for the reason that these maltsters refuse to make a contract with the union; do you know by whom the authority was given to notify the members of the national union not to handle malt of the commission houses? A. No.

(A paper marked "No. 3" was here shown to the witness.)

Q. Do you call that a boycott circular?

Mr. Rushmore objected to the question.

Q. Is the Huesting Weiss Beer Brewery a Milwaukee concern? A. Yes.

Q. I will show you one more of your letters, so that you may become acquainted with your signature and your handwriting, and ask if that is in your handwriting? (Showing the witness a paper.) A. Yes, sir; I have written this letter.

Mr. Untermyer offered the letter in evidence.

Mr. Rushmore objected to it as incompetent, immaterial and irrelevant.

The objection was overruled, and the paper was received in evidence and marked "Employers' Exhibit Y."

Q. Perhaps you can recognize your writing better in German than in English, so I show you one of your German letters; is that written by you? (Showing the witness a letter.)

Mr. RUSHMORE advised the witness not to answer the question, on the ground that it might tend to criminate him.

Q. Under the advice of your counsel, do you refuse to answer the question? A. Yes, I refuse to answer.

Q. And why do you refuse to answer that question? A. Because I believe that it will incriminate me.

Q. You have done a great many things in connection with that Milwaukee strike which, if known, would incriminate you, haven't you

Mr. RUSHMORE objected to the question. Objection sustained.

(Another letter was then shown to the witness.)

Q. There is some more of your German writing, isn't it? A. Yes

Mr. UNTERMYER offered this letter in evidence. It was received in evidence and marked "Employers' Exhibit Z."

Translation of Employers' Exhibit Z.

MILWAUKEE, *November* 10, 1887.

To the Cream City Brewing Co.:

HONORED SIR.—In reply to your esteemed favor of yesterday I would say that with my present, as with my former letter, I can only call your attention, and I do not know what resolution will be adopted by the union at the meeting to-morrow evening. There is union malt in Chicago (Huck for example) and I think that Best, of this place, will sell malt which is also union malt. I would also remind you that a bushel of malt would cost the malt-house owners, on an average, according to the fitting up of the malt-house only about three-tenths of a cent more than the wages at sixty dollars.

You could, therefore, in your own interest, use your influence with the malt dealers.

Respectfully.

RICHARD ELSNER.

Q. I show you a letter dated November 21, 1887, addressed to the Cream City Brewing Company, marked "No. 4," and I ask you whether you wrote and sent that letter containing the official seal of your union?

Mr. RUSHMORE advised the witness not to answer the question on the ground that it might tend to criminate him.

Q. Do you refuse to answer that question? A. I refuse to answer it.

Q. Why? A. It would incriminate me.

Q. Why didn't you find that out before you wrote it?

Mr. Rushmore objected to the question on the ground that it implies that the witness wrote it.

Adjourned to Wednesday, May 2, 1888, at 10 o'clock A. M., at which time the Board met at the same place. Hon. Thomas F. Grady appeared as counsel for the Central Labor Union, of New York City.

Mr. Grady.— You are all, of course, aware of the great disadvantages under which I labor in being brought into this matter without any consultation whatever with my colleagues or with my clients. I have been in it now sufficiently long to see some things and to suggest some things in order to shorten it. As I understand it, this Board is now acting under the ninth sub-division of the act, and that upon their own motion they have obtained this investigation. Again, as I understand it, this Board is organized under the laws of this State to take cognizance of things that occur within this State. There are two organizations representing particular interests in this State, one on the part of the journeymen brewers and the other on the part of the boss brewers. In this city the journeymen brewers entered into contracts with the boss brewers; these contracts regulated the hours of labor, wages and other matters agreed upon between the parties to them; these contracts, as I believe, were fair and were not complained of prior to the commencement of this trouble. The journeymen brewers appointed a committee to wait on the employers to ask for a meeting to agree upon a contract for another year; the boss brewers refused to enter into any negotiations or to make any agreement or to recognize the union; then it was that the Central Labor Union brought out this resolution, or suggestion, not to drink pool beer. Then the boss brewers locked out the men and discharged them. There is no evidence before the Board to show any grievances on the part of the journeymen brewers whatever. There is no strike; there is a lock-out. This being so, it seems to me that it is easy to discover what matters this investigation should cover. Its scope is confined to the State of New York. The counsel for the boss brewers has introduced evidence of a difficulty far from here, a difficulty in Milwaukee. That difficulty in Milwaukee has nothing to do with this investigation, I submit, and having gone to Milwaukee, I submit that we have gone far enough. The counsel on the other side seems to go beyond this investigation and has the district attorney's office in perspective. We have the evidence that there was a lock-out

in Milwaukee, that certain circulars were printed and that certain papers were circulated. If the counsel can show that there was a difficulty between these two parties, I think we have gone far enough.

Chairman Purcell.— If the gentleman had been in the case at the outset he would have learned from the Board the theory upon which it is making this investigation. Under the section that he has referred to, of the law, it is made the duty of the Board, when a difficulty of this kind occurs, to offer mediation, and if that fails, it is then left to its discretion to make an investigation — of what? Of the controversy. Now the controversy is substantially the lock-out. You stated that as a cause; it is not a cause, it is an effect; and we are trying to learn what the causes were. We have tried to hold the gentlemen on each side down to that, but it has been very difficult to do.

This investigation is not conducted according to the strict rules of evidence. Counsel have no status here, as they have in a court where a trial at law is going on, but we are glad to have them here; we think they aid in the investigation and facilitate matters; and in all the matters that have come before the Board we have allowed the parties to be represented by counsel.

We certainly shall not allow counsel to bring out any matters here that do not relate to this controversy, for any ulterior purposes. So far as the remoteness of the circumstances is concerned, whether they are in Milwaukee or Kamschatka, we have a right to ascertain what they are; and therefore it is that we are inquiring into the Milwaukee business. It was shown, in the evidence of Mr. Herbrand, that he had written a letter to Milwaukee in reference to that trouble at the time, and it has been shown that one of the primary causes of this trouble was this trouble in Milwaukee.

Mr. Grady.—I admit that, but the question is if you have not gone far enough into that matter.

Mr. Untermyer.—If it is shown that the Central Labor Union has entered into a conspiracy to ruin our business we have a right, and the Board is bound to receive evidence on that point. It is the prime cause of this difficulty. Now I am not going to show all the links that connect the Milwaukee matters with this trouble. We say that this is a national movement; the demands that they made all over the country, at the same time, prove that it is a national movement.

The counsel says that the contracts were not unfair. We have the right to meet that. It seems to be assumed by the labor organizations that they have the right to compel employers to sign an agreement with them, and so blind have they become, in their well-meant efforts at the outset, but misdirected efforts now, and so

violent have they become, so radical, that they really believe that if they present a contract to an employer that he must take his men from a particular union, to the exclusion of Knights of Labor, if you please, or that he must employ none but union men, they have a right to compel the employer to sign that contract, and that that contract is fair. They would compel the employers to sell no goods without the union label, and they believe that that is fair. We say, in the first place, that the leaders of this movement were misleading their men; they were directing their efforts to lead their men in opposition to the institutions of this country.

Mr. Grady.— I must certainly object to the gentleman being allowed to state here, as a matter of offense against us, anything which is not in proof.

Mr. Untermyer.— It is in proof that the organ of this union is addicted to anarchistic doctrines.

Mr. Grady.— I am not going to have the gentleman characterize these articles; you are to pass on those. We do not propose to have the gentleman getting up here and speaking for an hour or two every day about the anarchistic tendencies of these men.

Mr. Untermyer.— I do not know what the gentleman is going to have, but I am going to make my answer to the gentleman's remarks, with the permission of the Board. They passed resolutions to boycott the very articles which they were employed to manufacture. We did not even lock them out when they did that outrageous thing; we published notices that unless they undid what they did, unless they removed that boycott, on or before the given time, we would do what — not that we would throw them out of employment, but that we would reorganize our working forces. We said: "You go out. Any one of you that wants to come back, come right back; all we ask of you is that you shall not contribute the money which you get of us towards the support of organizations engaged in trying to ruin our business." Now we say it is sufficient to show that these boycott circulars were issued by the officers of the union, and Mr. Elsner is an officer of the union. They can shield themselves behind their constitutional privilege.

Mr. Untermyer then read the translation of the articles in the *Brauer Zeitung*, which had been received in evidence.

Richard Elsner, being recalled, testified as follows:

By Mr. Untermyer:

Q. Mr. Elsner, has your local union in Milwaukee an official paper; with what paper in Milwaukee is your union connected? A. Our union has no paper in Milwaukee.

Q. Look at the Milwaukee *Arbeiter Zeitung* (showing the witness a newspaper). Is that not the official organ of Local Union No. 9? A. That is not our paper; we have nothing to do with it.

Q. Which is your paper? A. We have started in Milwaukee a workingmen's paper, called *The Reformer*, but it is not this paper.

Q. Before you started *The Reformer* was not the Milwaukee *Arbeiter Zeitung* the official organ of your union? A. That was never our official organ.

Q. Mr. Elsner, are you a citizen of the United States? A. I am not a full citizen; I have only taken out the first paper.

Q. When did you come to this country? A. In 1880.

Q. Did you ever work in a brewery? A. Yes, I always worked in the breweries of Milwaukee.

Q. How long did you work in a brewery in Milwaukee? A. In the South Side Brewery of the Philip Best Brewing Company I worked over two years.

Q. Is your union connected with the United German Trades Assemblies? A. I don't know of any such organization in Milwaukee.

Q. Did you ever know of such an organization as that? A. No.

Q. You never heard of such an organization? (A circular, with the name of this organization printed thereon in German, was shown to the witness.) A. This is the first time I ever saw a thing like that.

Q. Look at that circular. Tell us if this is the first time you ever saw that. A. I never had one of them in my hands.

Q. Did you direct anybody to print any of those circulars about boycotting the Milwaukee beer?

Mr. RUSHMORE advised the witness not to answer the question, if it would criminate him in any way.

A. No.

Q. Did you ever see a boycott circular against the Milwaukee beer? A. The only paper that I saw was the round label that was presented the other day.

Q. Do you know who spent all this money and distributed all these circulars boycotting the Milwaukee malt and the Milwaukee beer? A. We have only issued circulars after the lock-out, stating that the Milwaukee beer is no longer union beer.

Q. Did you prepare that in German yourself? (Showing the witness a printed circular.)

Mr. RUSHMORE advised the witness not to answer the question, as it may tend to criminate him.

Q. Mr. Elsner, do you, under the advice of your counsel, refuse to answer that question? A. I refuse to do it.

Q. On what ground do you refuse to do it; for what reason do you refuse? A. Because the counsel advised me not to answer it.

By Mr. Rushmore:

Q. Do you refuse to answer because your answer may tend to criminate you? A. Yes.

By Mr. Untermyer:

Q. Why do you do criminal things?

Mr. Rushmore objected to that question. Objection sustained.

Q. Is that your handwriting? (Showing the witness a letter.)

Mr. Rushmore advised the witness not to answer the question.

Q. Is that the seal of your local union? A. It appears to be.

Q. Have you any doubt that it is? A. I believe it to be the seal.

Q. Who put that seal on the paper?

Mr. Rushmore advised the witness not to answer the question, as it might tend to criminate him.

Chairman Purcell:—Ask him if he knows who put it on.

Q. Do you know who put that seal on? A. I can't remember exactly whether I was the one that put it on or some one else, it is so long ago.

Mr. Untermyer offered the paper in evidence.

Mr. Rushmore objected to it on the ground that the proof in relation to it was not sufficient, and on the further ground that it was immaterial. (It was received in evidence and marked "Employers' Ex. A 1.")

Q. Now take the paper and read it; did anybody, on the part of the Cream City Brewing Company, ask your permission to take malt? A. I can't remember about the matter, as it is too long since it happened.

Q. Do you remember anything about the Milwaukee matters at all, or has your memory on that subject dropped out? A. I had all winter so much to do that every day during the time a hundred and more people came to see me.

Q. Don't you remember anything about the Milwaukee trouble at all? A. The main points I can remember.

Q. Amongst other things that you might be able to remember, do you remember writing this letter? (Showing the witness another letter.)

Mr. Rushmore advised the witness not to answer the question, as it might tend to criminate him.

By Mr. Grady.—We will concede that this is the certificate of the union, and all papers in evidence will be admitted as being what they purport to be.

Mr. UNTERMYER offered the following paper in evidence. It was received in evidence and marked "Employers' Ex. B 1".

Twelve hundred bushels of malt may be used by the Cream City Brewing Company. The malt stored at Altpeter's malt-house. This for my responsibility.

RICH. ELSNER.

Mr. UNTERMYER offered in evidence the letter above referred to. It was received in evidence and marked "Employers' Ex. B 1".

Q. Did you have a written contract with Valentine Platz? A. All brewer bosses had a written contract.

Q. Have you any of those contracts here? A. Yes; here is the contract. (Producing a paper.)

Mr. UNTERMYER offered in evidence the following circular, which was received in evidence and marked "Employers' Exhibit D 1:"

POOL BEER.

Never Support Monopolies, Trusts and Pools.

The troubles between the Brewers' Union No. 9 and the bosses are not settled yet. Although the brewer bosses in this city have tried everything to destroy Brewers' Union No. 9, they had so far no success in their shameful action. As the most principal enemies of organized labor, they have combined with other aristocratic brewer barons in the country for forming a "pool." The meaning of this intention will be considered very well by every fair-minded citizen and the organized labor at large.

Mark the fact, Milwaukee beer is not only non-union beer, but also pool beer.

Q. How many men did you call off work from the Milwaukee malt-houses? A. I have not called off any from the malt-houses.

Q. Who did call the men out of the malt-houses? A. We had a meeting a day prior to the strike, and the maltsters all rose that they will strike; the other day they went from the union to the bosses and questioned them whether they will pay the wages or not; then the union resolved, as it is laid down in the constitution. At the meeting I was requested to make out a letter that everybody know that this was going to be done.

Q. Was this before or after Herbrand telegraphed you to strike at once; as quick as possible? A. The people resolved to strike, and two hours afterwards the message from Herbrand was received.

Q. How many men went out of the malt-houses under that order to strike? A. I believe about eighty-two.

Q. How many remained at work? A. Five or seven.

Q. That was on the 8th of November, 1887? A. Yes.

Q. Now, on the ninth of November, didn't your organization issue circulars against three brewers — didn't you, on the ninth of November, issue a circular against Gettelman, Miller and the Cream City Brewing Company?

Mr. Rushmore advised the witness not to answer if the answer might tend to criminate him.

Q. Didn't you, on the ninth of November, issue a circular in relation to Gettelman, Miller and the Cream City Brewing Company?

Mr. Rushmore advised the witness not to answer if the answer might tend to criminate him.

A. It is so long ago I can't remember.

Q. Don't you remember the fact that such circulars were issued? A. I can't recollect, there was so much trouble at the time.

Q. Don't you know that you issued circulars in connection with Miller, Gettelman and the Cream City Brewing Company using non-union malt?

Mr. Rushmore advised the witness not to answer the question.

A. I will not answer the question.

Q. Why? A. Because the counsel advised me not to.

Q. Have you any other reason except that your counsel tells you not to? A. I can't remember so exactly, and because my attorney advised me not to answer.

Q. I don't ask you to remember exactly the day when you issued such circulars, whether it was the ninth of November or some other day, but don't you remember that you did issue such circulars?

Mr. Rushmore advised the witness not to answer the question.

A. Well, if I can't remember it.

Q. Can't you remember, and don't you know, that you issued, paid for and distributed circulars about Gettelman, Miller and the Cream City Brewing Company using non-union malt? A. I don't know; it is too long since.

Q. Where did your local union have its printing done in Milwaukee, during the maltsters' trouble there? A. If I had something to print previous to that, somebody else attended to the printing.

Q. I don't want to know about somebody else; where did you have the printing done for your union, during the maltsters trouble? A. I always went to Wetzel Brothers; I don't know since when I printed matter.

Q. For how long a time have you been having your printing done at Wetzel Brothers'? A. During the last months, but I can't recollect the last time I went there.

Q. What printers have you been patronizing in the printing of your circulars in connection with the Milwaukee trouble? Name them all. A. The *Reformer*, Grand Opera House printing establishment.

Q. Any more? A. There may be more, but I can't remember.

Q. Who paid for them?

Mr. RUSHMORE advised the witness not to answer, as the answer might tend to criminate him.

A. I don't give any answer.

Q. Why? A. Because my counsel advised me to do so.

Q. Is that the only reason that you don't answer the question? A. Because the counsel says that if I answer it might tend to incriminate me.

Q. Do you think that the answer will incriminate you? A. I don't know.

Q. Then you are obliged to answer.

Chairman PURCELL.—Will you admit that the circulars were printed at the instigation of the union? That will not tend to criminate any individual.

Mr. GOMPERS.—We wish it understood that local union No. 1 of New York, had nothing to do with the issuing of those circulars and knew nothing of them.

Mr. RUSHMORE.—Such as Mr. Herbrand has testified to as being paid for by the national union, we will admit that the national union is responsible for; such of them as purport to be issued by union No. 9, we will admit as their act.

Mr. UNTERMYER proposed that the following admission be made: It is admitted on the part of the parties appearing here in behalf of the labor organizations, that the circulars in evidence were printed by the national union; that those printed by the national union were sent to the local union at Milwaukee and were distributed by and under the auspices of the local union; and that the other circulars were printed, paid for and distributed by the local union in Milwaukee.

Q. You have said that you do not know whether or not it would criminate you to answer the question; now you will please answer the question, unless you make up your mind that it would criminate you.

Mr. GOMPERS.—If any document is shown you or any question asked of you, and if you are to identify it as coming from you or you are to answer affirmatively that you did a certain thing that would tend to criminate you, then you can decline to answer, upon that ground; but if you did not issue the circular or have not done the thing of which you are asked, and you answer no, or you don't know, then it does not tend to criminate you.

Q. Who paid for the circulars that were distributed at Milwaukee throughout the Milwaukee trouble?

Mr. Rushmore advised the witness not to answer the question if the matter was such that an answer might tend to criminate him.

Q. Do you believe that the answer would incriminate you? A. Yes.

Q. How many other things have you done in connection with this trouble which, if you told about them, would incriminate you?

Mr. Rushmore objected to the question.

Q. You do not remember about sending out the circular in reference to the Cream City Brewing Company, Miller and Gettelman. Now look at that and see if your union did not pay for printing that. (Showing the witness a paper.)

Mr. Grady advised the witness not to answer the question, as the answer might tend to criminate him.

Mr. Grady admitted that this circular was issued, paid for and distributed by the local union.

Mr. Untermyer offered this circular in evidence. It was received in evidence and marked "Employers' Ex. D 1."

Q. Why did you boycott Fred Miller, Adam Gettelman and the Cream City Brewing Company, of Milwaukee?

Mr. Grady objected to the question on the ground that the circular shows for itself. Objection sustained.

Q. Had Fred Miller any written contract with you? A. Yes.

Q. Was there anything in that written contract to prevent Fred Miller from using any malt that he chose? A. No; there was nothing in it.

Q. Had you a written contract with Gettelman? A. Yes.

Q. Was there anything in that contract to prevent Gettelman from using any malt that he chose? A. The contract was uniform for all brewers of Milwaukee.

Q. And the Cream City Brewing Company and Klinker also had written contracts? A. Klinker we didn't have at that time any contract with.

Q. Why did you boycott Klinker?

Mr. Gompers objected to the question on the ground that it does not appear that they did boycott anybody.

Chairman Purcell.— We think that the fact that they did boycott them is established.

Q. Who paid for that boycott circular which has been admitted, by the stipulation here made, to be the official act of your union? A. We never paid for any boycott circular; after the lock-out we only issued

circulars stating that they should drink union beer; we never had any circular distributed with the word "boycott."

Q. Did you see these circulars posted up around Milwaukee? A. No; I can't remember; I don't believe it.

Q. This is the first time that you ever saw such a paper, is it? A. Yes; I can't remember anything else.

Q. Did Herbrand send a lot of those to you? A. I can only recollect that I received from New York, but I don't know whether it was Herbrand or some one else, that I received a circular upon which was the word "boycott," but how they looked I can't remember; and I wrote back that we would not use the circulars where the word "boycott" is attached to them.

Q. You wrote that to Herbrand? A. That is what I can recollect. I have not received boycott circulars.

Q. Did you ever write to anybody telling them not to send you any more boycott circulars? A. I can't recollect.

Q. Did you ever protest against having these boycott circulars sent to you? A. Direct boycott circulars I always protested, because they never have been distributed.

Q. What do you mean by the distinction between direct boycott circulars and indirect boycott circulars? A. The word "boycott" I never use.

Q. What word do you use instead of it? A. I must know on what occasion.

Q. Are you in favor of boycotting?

Mr. GRADY objected to the question.

Q. You said you had some talks with Mr. Pabst, in Milwaukee? A. Yes; on several occasions when the contract was violated, and some other matters.

Q. You said, on your direct examination, that you had a talk with Mr. Pabst about raising the wages in the commission malt-houses; did you have such a talk? A. Yes; I said so before.

Q. Did Mr. Pabst ask you to try and raise the wages in the commission houses? Yes or no. A. I cannot answer that by yes or no; I can't remember every word spoken; I have given it, deposited it here.

Q. Well, you remember it then; I want to know if your memory is so poor that you have forgotten it; did Captain Pabst ask you to try to raise the wages in the commission malt-houses? A. That question I cannot answer by yes or no; I can only remember that Captain Pabst said that he was paying more wages than they were paying in the commission malt-houses.

Q. Did Captain Pabst tell you that you must make the men in the malt-houses strike; yes or no? A. I can not answer by yes or no.

Q. Don't you know whether Captain Pabst asked you to order the men in the malt-houses on strike; do you know, or do you not? A. These words he did not say.

Q. After you ordered the strike did Captain Pabst tell you to boycott the maltsters? A. We have not boycotted the maltsters.

Q. Don't you call that a boycott circular (showing the witness a paper)? A. That depends on people's views.

Q. In your view, is that a boycott circular? A. We only say that this and this is union malt, and the other is not union malt, and every one interested in the matter can think his part about it.

Q. Did Captain Pabst ask you to send these circulars; now, for instance, here is a circular with "Local Union No. 9" stamped on it, the same as that; you put that stamp on there, didn't you; did you put that stamp of the local union on that circular?

Mr. Grady advised the witness not to answer the question, if the answer would tend to criminate him.

A. I don't know if anybody else did it; the president and all the other officers of the union are using the seal.

Q. Here the words "Asthmuth &Co." are written on there; isn't that your handwriting?

Mr. Grady advised the witness not to answer this question, as it might tend to criminate him.

The Witness.—I will not answer the question.

Q. Why not? A. On advice of counsel.

Q. Do you think it would criminate you? A. I don't know.

Q. Do you think it would tend to criminate you if you told me whether you wrote the words "Asthmuth & Co." on that circular? A. I don't know.

Mr. Rushmore advised the witness that it might tend to criminate him.

Q. Do you think that it would tend to criminate you? A. I believe that it would criminate me.

Q. Did Captain Pabst tell your union to issue these circulars? A. No.

Q. Who told your union to issue them? A. I don't know; I can't recollect, it is so long ago.

Q. Are you here under a subpœna? A. I have received a dispatch to come to New York.

Q. That is all, is it? A. Yes.

Recess till 3 o'clock P. M., at which time GEORGE BECHTEL, a witness called on behalf of the employés, being duly sworn, testified as follows:

Mr. MULLEN, the private counsel of Mr. Bechtel, appeared on behalf of the witness.

By Mr. GRADY:

Q. What is your business? A. I am a brewer.

Q. Carrying on business where? A. On Staten Island.

Q. Do you know if there is a combination among the brewers of this city and vicinity — of the United States? A. Yes, sir.

Mr. UNTERMYER objected to this testimony as immaterial. He stated that the employers freely admitted that the United States Brewers' Association is an organization composed of about five hundred brewers in different parts of the country, and that this movement is a national movement.

Mr. UNTERMYER.— We admit that the Brewers' Association of the United States is an incorporated organization, and we offer to supply a copy of the by-laws of that organization. We will admit that the circular in my friend's hands was issued under the auspices of the United States Brewers' Association.

Q. To your knowledge, is there a combination between the brewers of this city and vicinity, or between the brewers of the United States, known as a pool?

Mr. UNTERMYER objected to the question as immaterial and irrelevant.

Mr. GRADY stated that he wished to show that Mr. Henry Clausen is not a free agent in the conduct of his business; that Mr. Henry Scharmann is not a free agent in the conduct of his business; that a few irresponsible men in St. Louis meet and direct the conduct of their business.

Mr. UNTERMYER withdrew the objection.

Q. Answer the question, whether, to your knowledge, there is a combination of the brewers of New York city and vicinity, or among the brewers of the United States, commonly called a pool? A. There is one in New York and vicinity.

Q. Are you a member of that combination? A. No, sir.

By Mr. UNTERMYER:

Q. Mr. Bechtel, you are what is known as a union brewer, are you not? A. I am a brewer.

Q. Don't you know that your name has been used by and advertised by the labor organizations, in this fight, as a union brewer? A. That is none of my business.

Q. I did not ask you that; don't you know the fact? A. I don't know anything about it.

Q. Do you mean to tell this Board that you don't know that the union are using your name and advertising you as a union brewer in this fight?

Mr. Mullen objected to the question as immaterial.

Q. Have you seen your name advertised as a union brewer?

Mr. Mullen objected to the question as immaterial and irrelevant. Objection overruled.

A. I have not been in New York in three months.

Q. You live on Staten Island? A. Yes.

Q. That is in the United States? A. Yes.

Q. Have you seen your name advertised as a union brewer? A. Not since the lock-out; no.

Q. Do you read the *Volks-Zeitung?* A. No, sir.

Q. Or the *Staats-Zeitung?* A. No, sir.

Q. Do you read any paper? A. I read some papers; yes.

Q. You have never, since the lock-out, seen your name advertised as a union brewer? A. I say no.

Q. And you swear to it? A. I swear to it, yes; what I say I swear to.

Q. Last Sunday you were visited by Mr. Herbrand, Kurzenknabe and others, weren't you? A. I was not.

Q. Your brewery was visited by them? A. I was not at the brewery.

Q. Is your brewery visited every Sunday, or nearly every Sunday, by those men? A. I don't keep a lager beer saloon.

Q. Have you signed a contract with the workingmen's union? A. Yes, sir.

Q. Have you signed a contract by which you agreed to take nothing but union malt and union barrels and union coal? A. I made a contract with the union for labor, nothing else.

Q. Where is your contract? A. It is home.

Q. It is admitted on the record that Mr. Bechtel and several others signed a contract similar to the ones in evidence; is that the contract that you signed? (Showing the witness a paper.)

Mr. Mullen objected to the question on the following grounds: First, that this is not the best evidence of the contract that he signed; second, that there has been no foundation laid for the question; and, third, that it is immaterial and irrelevant.

Chairman Purcell.—The stenographer's notes show that Mr. Gompers admitted that the contracts signed contained the objectionable clauses.

Mr. MULLEN.—Now, I desire to state that this witness, under my advice, declines to answer that question for the reason that the answer might tend to criminate him.

Commissioner ROBERTSON.—What is there in this contract that could criminate him?

Mr. MULLEN.—I do not think that there is anything, but there might be something that would tend to criminate him; it might be a contract in restraint of trade.

Commissioner ROBERTSON.—There must be something to show that an answer to the question might in some way criminate the witness before he can interpose that shield.

Mr. MULLEN.—We have nothing to shield here, but as a matter of law, it is a notorious fact that upon an investigation a short time ago in this State, before a committee which occupied a position similar to this body, a witness was compelled to answer questions that were put to him; he did it under objection, and the courts have held that because he did it under objection, that evidence could not be used against him. Now, I make this objection as a careful lawyer. I do not know whether it would have any tendency to criminate him or not, but I leave it to the Board to say whether he shall answer or not, after I have advised my client, the witness, not to answer.

Chairman PURCELL.—Under that statement of the case we will overrule the objection. We are not investigating the differences between brewers; we are investigating the controversy between the brewers and their employés, and the causes of that controversy are what we are trying to get at; any difficulty that one brewer may have with other brewers, we have nothing to do with.

Mr. UNTERMYER.—When the other side asked the witness if there was a pool, and the answer was admitted under objection, it was admitted because it had been promised that it would be followed by other evidence in reference to that pool. Now I wish to show that the witness is a member of another pool from which he has profited enormously. We offer to show that he has a certain kind of contract with the union; second, to show to what extent he has been benefited by that contract; third, that we have subpœnaed Mr. Bechtel to produce his books and to show to what extent he has been benefited.

Mr. GRADY.— The counsel contends that there is a concession on the record that the contract signed by Mr. Bechtel is the same in terms as contracts already in evidence; that that concession is binding upon all parties to the record; that even if Mr. Bechtel answered that he

did not sign such a contract, the concession on the record still remains.

Mr. Untermyer replied that while the concession was binding on the parties to the record, it was not binding upon the witness, and that he wished to bind the witness to that contract; that he proposed then to ask the witness questions in regard to that contract.

Mr. Grady objected to such testimony on the ground that there is already a concession in the case, and that if the proof of the contract signed is intended to disturb the concession in the case, the contract itself must be produced.

Chairman Purcell.—It having been conceded that the contracts signed contain the objectionable clauses, we are of the opinion that that concession is sufficient for the purposes of our investigation.

Q. Do you use anything but union malt? A. Malt and hops.

Q. Do you use any non-union malt? A. I don't know.

Q. Do you use any non-union kegs? A. I bought my kegs; I bought them ahead and I didn't know what they were.

Q. Do you buy any non-union kegs? A. No; I have not bought any yet.

Q. Do you handle any non-union coal? A. I have not seen my coal man yet.

Q. I do not care whether you saw your coal man or not. A. Well, I must see him; I don't know. I suppose I would not get any coal if you could prevent it.

Q. You don't know whether you have or not; don't you know that, under your contract you have no right to use any malt but union malt, any barrels but union barrels, and any coal but union coal?

Mr. Grady objected to the question.

Q. Have you lived up to that contract?

Mr. Grady objected to the question.

Chairman Purcell.—I do not think we want to go into Mr. Bechtel's private business.

Q. State in what month you first learned that there was a combination called a pool. A. It was about a year ago.

Q. That is May, 1887? A. About, yes.

Q. Who told you so? A. Mr. Eckstein.

Q. Mr. Monroe Eckstein? A. Yes.

Q. Did anybody else ever tell you so? A. No.

Q. Have you ever seen an agreement? A. They nevergave me one.

Q. Have you ever seen an agreement? A. No.

Q. Mr. Eckstein told you so? A. He was going to send me one.

Q. From what other source or person have you learned, or by what other person were you ever told that there was a pool? A. Mr. Jacob Ruppert and Gotfried Kreiger, of Newark; they wanted to get me in the pool.

Q. Have your sales increased in the last year; have they or have they not increased; yes or no? A. My business has increased ten or fifteen thousand dollars a year before there was a pool.

Q. How much have they increased in the last year? A. Not so much, because the pool wanted to break me up.

Q. How much have they increased in the last year? A. I don't know, because I have not counted up.

Q. You know they have increased? A. No.

Q. Did you sell more or less beer during the past year than you did before? A. From May to May?

Q. Yes. A. I have increased.

Q. How many barrels has it increased? A. Seven or eight thousand; it ought to be more.

Q. You ought to sell all the beer in the country, ought you not? A. I make good beer, yes.

Q. And you don't know anybody else who makes good beer, do you? A. No, I don't; I make pure beer.

Q. Now, Mr. Bechtel, since the sixteenth of April your sales have very largely increased, haven't they? A. They generally grow at that time of year.

Q. Haven't they grown unusually since the sixteenth of April? A. Because my customers sell more beer, my own trade.

Q. You have not sold any beer, since the sixteenth of April, to any but the trade that you had before?

Mr. MULLEN objected to the question as improper and immaterial.

A. I did not say that.

Q. Have you, since the sixteenth of April, been selling to trade other than that that you had before? A. Some good customers came and I took them, the same as anybody else would.

Q. Have you your cash-book here and your stub check-book which I asked you to produce? A. Yes, it is here.

Q. Have you contributed anything to the labor movement? A. No, sir.

Q. Not directly or indirectly? A. No, sir.

Q. Have you paid money to Herbrand? A. I paid him for an advertisement.

Q. Is that all you paid him for? A. Yes, that is all.

Q. You are positive of that? A. Yes.

Q. Have you paid money to Kurzenknabe? A. There is a little check in the book, yes; for advertisement, yes; he did not collect it.

Q. It was to his order? A. It might be.

Q. What paper or periodical is Kurzenknabe connected with? A. It was some brewer's bill or something of that kind.

Q. How much have you paid out to Kurzenknabe and Herbrand since the sixteenth of April? A. About fifty-five dollars.

Q. That is all, is it? A. Yes, sir.

Q. How much have you paid towards this movement? A. Not one cent.

Q. Have you any arrangement with Herbrand or Kurzenknabe, or anybody, by which a part of the profits on the beer that you sell will go to the union? A. I state, as an honest man, I never have.

Q. You have not said that to any of them? A. No, sir; never.

Q. Did they help you to get any customers since the sixteenth of April? A. There were so many I could not take them all; I sent away about 300.

Q. Did you get any customers through them? A. Not that I accepted; they sent me some that I sent away; I could not accept them.

Q. They wanted your beer because yours was union beer; you are not in sympathy with the union, are you? A. I am not a union man; I am an American; I am born here before you ever came here, and a brewer, too.

Q. You have seen that before, have you (showing the witness a card)? A. I have seen that.

Q. On that card is "George Bechtel, Staten Island?" A. I can't help it if these people represent me.

Q. That has not been done with your consent? A. No, sir; it has not.

Q. Do you know whether or not you have profited by this trouble?

Mr. Grady objected to the question. Objection sustained.

By Commissioner Donovan:

Q. Were you invited to enter into an agreement with the other boss brewers to resist the demands for a new agreement this year? A. Yes, sir; they came to me.

Q. Who came to you? A. Mr. Clausen, Mr. Minsch, Mr. Shondeim, of Milwaukee, and Mr. Miles came to me — two or three others.

Q. What was the request they made? A. Not to sign a contract with the employés; and I think too much of my men; I have men in my employ seventeen or eighteen years — men that I helped to get little homes for; why should I send them away?

By Mr. UNTERMYER :

Q. Have not other brewers men who have been in their employ just as long? A. I don't know ; I only know my own business.

Q. What did Mr. Clausen say? A. He asked me not to sign the contract with the laborers.

Q. Had the contract been presented then? A. No.

Q. Had it been presented to you? A. No; we know when the contract expires ; Mr. Clausen told me not to sign it ; Mr. Shondeim, of Milwaukee, Mr. Miles and Mr. Katzenmayer and some others.

Q. Did they tell you why they did not propose themselves to sign it? A. I don't remember what they said about it.

Q. You can not tell us any part of what any one of them said? A. They requested me not to sign it.

Q. Did they give any reason? A. They did not want to be bossed any more by their laborers?

Q. What did you say to them when they said they did not want to be bossed by the laborers? A. I told them I was satisfied ; I did not belong to the pool.

Q. To whom did you say you did not belong to a pool? A. To Henry Clausen, and he knows it.

Q. What did he say then? A. He wanted to see me to see if I would not sign this contract against the laborers.

Q. Did he point out to you some of the evils that his experience had developed under the contracts? A. I can't remember.

Q. Can you remember any of the talks you had with the other brewers about that? A. If they would talk to me I can.

Q. You said that Mr. Minsch talked to you about this labor question? A. Yes; Minsch wanted me to sign.

Q. What was the reason he did not want you to sign? A. He wanted to sign and wanted me to sign with him, and the contracts were not ready, and I said I would wait.

Q. You said that Mr. Minsch was one of the men who did not want you to sign? A. He wanted me to sign.

Q. You said Mr. Minsch, Mr Clausen, Mr. Katzenmayer, Mr. Miles and others requested you not to sign? A. Yes.

Q. What did Mr. Minsch say to you about that? A. He was against the men.

Q. What did he say was his reason for not wanting to sign with the men? A. I can't remember.

Q. What did Mr. Katzenmayer say were his reasons for not wanting to enter into an agreement with the men? A. Mr. Katzenmayer,

Mr. Shondeim, and Miles came to my place and wanted me not to sign a contract with the laborers.

Q. What did they say; what were the reasons? A. They said lots of reasons.

Q. What did they say? A. I guess they said Shondeim had a ball in his brewery and they got Chicago beer, and that made him mad.

Q. That was the only reason? A. That is what Shondeim said.

Q. Hadn't the brewery that Mr. Shondeim belonged to worked without any contract for years? A. I don't know.

Q. Was that the reason that Mr. Shondeim gave? A. That was one of the reasons; Mr. Shondeim is a friend of mine.

Q. Didn't you say that Mr. Shondeim, Mr. Katzenmayer and Mr. Miles came down there together? A. Yes, sir.

Q. And was this conversation in the presence of the other two? A. No, sir.

Q. This was a private conversation you had with Mr. Shondeim? A. Yes, sir; because we were old friends.

Q. When was this conversation? A. It was three or four months ago, I guess.

Q. How long did the talk last? A. About ten minutes.

Q. Did Mr. Miles present to you the reason why the United States Brewers' Association had taken this course? A. Yes, sir.

Q. And you received a copy of the manifesto? A. Yes, sir.

Q. Are you a member of the United States Brewers' Association? A. I think I am.

Q. Don't you know whether you are or not? A. I don't know; I paid last year.

Q. Don't you know that this movement started in the organization of which you yourself are a member? A. I don't know anything about the United States matters; I have not belonged to the local society, I have not belonged to the State society, and I have not belonged to the pool.

Q. No; but you belonged to the United States Brewers' Association; don't you know, from the manifesto you received, from the call of Mr. Miles, president of the United States Brewers' Association, and other evidence that you had, that this movement was started under the auspices of the United States Brewers' Association? A. I don't remember.

Q. Have you a very bad memory? A. Well, I have a pretty good memory. I am out of the pool; I am out of the State association, and you ask me about the United States.

Q. You have said that you had talks with Clausen, Minsch, Miles Katzenmayer, Shondeim and others; can you tell me anything that was said in any of those talks with any of those people, other than what you have already stated? A. That is all.

Q. You do not remember any of the other talks? A. No.

Q. Or anything that took place at any of the other talks? A. No.

Q. Don't you know that this movement was started under the auspices of the United States Brewers' Association? A. I think it was started by Shondeim.

Q. You do not know? A. No.

Q. And the manifesto that was issued by the United States Brewers' Association you have never read? A. No.

Q. You never have? A. No.

Q. When Mr. Miles called on you did he leave with you the original resolutions and address of the United States Brewers' Association? A. Yes, sir.

Q. And you promised to look them over the next day? A. Yes, sir.

A. Had you looked them over when you returned them? A. No, sir.

Q. Did you not write Mr. Miles that you had read over that manifesto? A. I would have to look over my letter-book before I could answer.

Q. But you know that you had not read it? A. I say I can't tell now; I would have to look over my letter-book.

Q. Did you look over those resolutions that he left? A. I don't think I did.

Q. Did you write to him that you had read them? A. I don't remember; you have the letter; I wrote a letter.

Q. Did Mr. Miles read over the resolutions to you? A. I think he did.

ERNST KURZENKNABE, a witness on behalf of the employés, being duly sworn, testified as follows:

By Mr. GRADY:

Q. Are you the secretary of Brewers' Union No. 1, of New York? A. Yes.

Q. Were you one of the parties to the agreement between the brewers and the workmen for the year 1887? A. Yes.

Q. Did you, at any time during the year 1888, call at the rooms of the master brewers, in Irving place, in regard to renewing the contract for this year? A. Yes; often.

Q. When did you last call there? A. It was on Monday prior to April first.

Q. Whom did you see there? A. Mr. Secretary Seifert and Henry Clausen.

Q. Give us the conversation that you had with Mr. Seifert in regard to the renewing of the agreement for the year 1888? A. I was there with our walking delegate, Mr. Pommer, and the question there was at what time our committee should call upon the association to talk about the contract, as it was usually so in former years.

Q. What answer did you get? A. Mr. Seifert said that in a few days a meeting will be held, most likely on Thursday or Friday, and a meeting will be held in reference to talking over the contract.

Q. That was in the week preceding the first of April? A. Yes; the Monday prior to April first.

Q. What was the next information you had regarding the position of the brewers in the matter of making a contract or agreement for the year 1888? A. The next was that I received the manifesto of the United States Brewers' Association, and that I sent it down to the *Volks Zeitung* to have it published.

Q. When did you first see that manifesto? A. On Monday evening.

Q. On the same evening that you had been down to the master brewers' association's room? A. Yes.

Q. Is this a copy of the manifesto that you saw (showing the witness "Employés' Exhibit 3")? A. Yes.

Mr. Grady.— I read from the manifesto a little boycott that the brewers got up of their own: "Recognizing the great importance of mutual protection against attempts of unjustifiable encroachments upon our rights as employers by organized labor, and further recognizing the fact that the competition among brewers can be made to furnish the strongest weapon against us, we heartily indorse the resolutions adopted by the board of trustees at their meeting in St. Louis, on the 19th of May, 1886, and in conformity with such resolutions we hereby promise and agree, and bind ourselves by our signatures to a faithful performance of the covenant, that we shall not take advantage of the misfortune of any competing brewer who is a party to this agreement, and whose business is suffering by reason of a strike, boycott, lock-out or similar consequences of labor troubles; but shall, on notification by the secretary of the United States Brewers' Association, refuse to furnish beer, ale or porter to the customers of such brewer, and shall request our respective agents to act in harmony with this agreement."

Q. Was any agreement ever signed in 1888? A. Yes.

Q. Between the brewers and their workmen? A. Between a few individual brewers and the workingmen, but not with the brewers' association.

Q. On the Thursday or Friday after your conversation with Mr. Seifert did you get any notice as to the action that their association took at that time? A. Not I.

Q. During the time that an agreement existed between those that have been called master brewers and the workingmen has there been any complaint on the part of the employers? A. A good many complaints have been made on both sides, and they have been amicably adjusted by the so-called arbitration committee.

Q. Was there any trouble between the employers and the employés which assumed the proportions of a strike, or a lock-out? A. No.

Q. Was there any difference or difficulty between the employers and employés that had caused any interruption of their business to the brewers? A. I don't know.

Q. After the brewers had refused to sign the agreement that was presented to them, did you seek to get individual brewers to sign it? A. Yes.

Q. What individual brewers did you seek or endeavor to obtain to sign it? A. Mr. Bechtel, Mr. Loewer, Mr. Leslie, of the Knickerbocker Brewing Company, Mr. Minsch, Mr. Follett, Mr. Howard, Mr. Wells —

Q. Are the names that you are now giving, the names of those whom you requested to and who did sign the agreement? A. No; they have not all signed.

Q. Whom of those, that you have given, did not sign it? A. Mr. Minsch, Mrs. Meltzer, Mr. Follett, Borger & Howard, Mr. Hooper, Mr. Kremer, Mr. Stein, Mr. Hormann, Mr. Kiefer.

Q. Did Mr. Minsch give any reason for not signing?

Mr. UNTERMYER objected to the question.

Mr. GRADY offered to show that some of these men refused to sign because they would be injured if they did sign.

Mr. UNTERMYER withdrew the objection.

A. He did not say exactly that he dared not do it, but he would have to go first to the association rooms, and he put us off from day to day for five or six times.

Q. Did Mrs. Meltzer give any reason for not signing? A. Yes.

Q. Well, let us hear what Mrs. Meltzer's reason was. A. Mrs. Meltzer said: "Mr. Kurzenknabe, you know that I always lived up to the contract; you know the reason, just as well as I do, why I cannot sign that contract."

Q. Did Mr. Follett give any reason? A. Mr. Follett was willing to sign, provided that we bring him one or two more signatures; in the other case he would have to wait until his partner in the firm returned; when I was there the second time and asked him if he would sign or not, he said he was going with the masses.

Q. With the great majority? A. Yes, sir.

Q. Did Mr. Howard and Borger give any reason for not signing? A. Yes; they had to wait for a partner.

Q. How about Mr. Kremer; did Mr. Kremer give any reason? A. Mr. Kremer was at my office on a Sunday, and he said: "You know very well why I can not sign; if I sign I can not get any malt."

Q. Up to the time that you saw the manifesto which I showed you (Employes' Exhibit No. 3) did you have any information that the brewers would not sign another agreement for this year? A. No.

Q. Did you visit a brewer named Peter Buckel, in reference to obtaining his signature? A. No; I did not.

By Mr. Untermyer:

Q. Are you a citizen? A. No, sir.

Q. Have you taken out your first papers? A. Yes.

Q. When did you first come to this country? A. In the fall of 1884.

Q. How long were you here before you worked in a brewery? A. About four weeks.

Q. How long does the constitution of your union require a man to be in the country now before he can join your union? A. Four weeks, one month.

Q. Is that stated in the constitution? A. I believe yes.

Q. Do you take any men into the union who have not been here six months? A. We will take them in when they are here one month; why not when they are six months in the country?

Q. You say Kremer, of the College Point Brewery, called on you? A. That I did say.

Q. How many times did you talk with him? A. Once.

Q. Who were present? A. Mr. Kremer and myself.

Q. Where was it? A. At my office.

Q. Where is that? A. Two hundred and thirteen Forsyth street.

Q. Is that where you live? A. Yes.

Q. Are you engaged in any brewery now? A. No.

Q. How long since you have been in any brewery as a workman? A. Since September 6, 1886.

Q. Is that the time this union was formed? A. No.

Q. What do you do for a living now? A. I am secretary of Brewers' Union No. 1.

Q. Do you get a salary? A. Yes.

Q. Of how much? A. I had previously fifteen dollars; then I was raised to twenty, and now I have twenty-five dollars a week.

Q. How much did it cost to join the union before the sixteenth of April? A. It cost just as much as now, twenty-five dollars.

Q. Did it cost fifty dollars at one time? A. Yes; from last summer till January or February of this year.

Q. And was there a single brewery in New York or Brooklyn with which your union did not have a contract at that time? A. I know but one, and this a very small one, Peele Brothers, of East New York.

Q. And could a man get a place in any of those breweries when you had a contract with them, unless he was a member of the union? A. No.

Q. And could a man get into the union who did not have the fifty dollars? A. Yes.

Q. How could he do it? A. They were obliged to pay the account weekly, and if they were not able to pay anything, hand money, at the initiation, they were asked to make weekly payments.

Q. Did you in any instance, since April, 1887, take in any man who could not pay twenty-five dollars down, and if so, what man? A. Certainly; there were twenty or thirty or forty.

Q. Who are paying off yet? A. Since they have been fired out, no longer.

Q. Who fired out the men? A. The boss brewers.

Q. Who told you that the boss brewers fired them out? A. About two thousand men.

Q. Don't you know that the bosses offered to take any man back who wanted to work? A. Some; not all.

Q. Do you know of any man who asked to come back to any brewery, on the seventeenth of April, who was not taken back. A. Not on the seventeenth, but a few days later.

Q. You do not, then, know of any man who came there on the seventeenth of April and said he was willing to come back, whom the bosses did not take back? A. No.

Q. Don't you know that every man that came on the seventeenth to the bosses was taken back? A. I don't know.

Q. Do you know how many were taken back up to now? A. From 1,800 to 1,900 of our men there are about 200 missing.

Q. Your local union has only eighteen hundred men? A. About that number.

Q. Does it embrace the cities of New York and Brooklyn? A. New York, Brooklyn, Staten Island, Union Hill and Morrisania.

Q. Have you expelled from the union those who have gone back? A. Over those who previously; the resolution of expulsion was passed no more.

Q. Have you expelled the men who went back to work for their bosses? A. Previously we have passed a resolution that any man who returns to the bosses, he is expelled after being locked out, according to the constitution.

Q. So a man could not go back to work on the seventeenth, although his boss offered him the same wages and same hours of labor, without being expelled from your union? A. That was the resolution of our union; it is in our constitution, an organization which is incorporated.

Q. Is your union a secret, oath-bound organization? A. We pledge the people, yes.

Q. Did you pledge them upon their oaths? A. They raise the right hand and swear by their honor as men.

By Chairman Purcell:

Q. I would like to know if this organization, this union, is incorporated; is it a body incorporated under the laws of the State of New York? A. Yes.

By Mr. Untermyer:

Q. Mr. Kurzenknabe, please repeat the oath that the members of your organization are requested to subscribe to. A. I can not state it from memory; I wish to say that in former times we have had another oath, when we belonged to the Knights of Labor.

A copy of the constitution was then produced and the oath was read therefrom, as follows:

"I give my word of honor as a man, that I will be true to this union and their principles; that I will do all in my power to further the welfare of the same, and that I will consider each member as my friend and brother; that I will comply with all demands and regulations of this union, and that I will not disclose the proceedings and the resolutions of our meetings to anybody or will not make statements to those who have not the right to ascertain the same. Should I break my word or be not true to this promise, I give every one of these present brethren to consider me as a man devoid of honor, who would not be worthy to receive the handshake or make the acquaintance of us."

Mr. Untermyer then offered a copy of the constitution in evidence. It was received in evidence and marked "Employers' Exhibit F 1."

Q. According to the tenets of your union, has any workman who is not a member of your union the right to take the place of one of your members, if your member quits work? A. If I understand the question right, I say yes; it was, up to April seventeenth, the course.

Q. How do you understand the question? According to the tenets of your union, has any workman who is not a member of your union the right to take the place of one of your members, if your member quits work? A. No.

Q. You regard the tenets of your union as the supreme authority in regulating the affairs of your employment? A. The boss cannot make any conditions now, as we are no longer in connection with them.

Q. Then it is a fact that the members of your union look upon the union as the supreme authority as to how they shall do their work and everything else connected with their work? A. As far as our members are concerned, yes.

Q. If you did not do your work correctly, do you recognize the right of anybody to complain about it except the union? A. Certainly.

Q. If your employer says you did wrong and the member claims he did right, who is to be the judge of that? A. The board of arbitration that existed up till now.

Q. And did you demand as a condition of a new contract that a board of arbitration should continue to tell the employer whether his men did right or wrong?

Mr. GRADY objected to the question on the ground that there is no evidence that the board of arbitration which existed told the employers whether they were wrong or not.

Q. Now we will come back to Mr. Kremer. Mr. Kremer's brewery is owned by the Mannings, is it not? A. Who is Mr. Manning?

Q. Do you know who owns the Kremer brewery? A. He said that his malt dealer owned it.

Q. What was the name of the malt dealer that he stated to you? A. I don't know.

Q. And then he told you that the malt dealer that owned the brewery would not supply the brewery with malt, if Mr. Kremer would sign the contract; is that it? A. He said, "I can not get any malt;" and he said, "I want to go over to Mr. Bechtel and see whether Mr. Bechtel will supply me with malt."

Q. Did he tell you why he could not get any malt? A. He said, "They will cut off the malt; I could not get any more."

Q. Did he tell you why he could not get any malt? A. "The others said they will cut off the malt if I sign."

Q. Did he tell you who said they would cut off the malt if he would sign? A. He said the others.

Q. Hadn't you been told by Mr. Kremer then that the brewery was owned by a dealer in malt? A. No.

Q. When did you learn that the brewery was owned by a malt dealer? A. That it is owned by a maltster I don't know, but I heard that he had the greatest part of the money in it; I heard it from others.

Q. Did Mr. Kremer explain to you how or why the malt dealer who owned the greatest part of the brewery was going to stop supplying malt to the brewery that he owned, if Kremer signed the contract? A. He did not give any reason; he merely said "they would cut off my malt;" for this reason he will not sign, as he would like to do otherwise.

Q. Did you believe him?

Mr. Grady objected to the question.

Q. Buehler, of Newark, signed your contract, didn't he? A. Not with me; he has signed the contract.

Q. He was not scared by the talk of cutting off his supply of malt, was he? A. No, not previously, afterwards.

Q. Do you know how many maltsters there are in the United States? A. No.

Q. Do you know how many bushels of malt are sold? A. Not either; I am not a statistician.

Q. Did your organization at one time belong to the Knights of Labor? A. Yes.

Q. At what time? A. It was from the time of my admission up to January or February, 1887; I can not fix exactly the date.

Q. Why did you leave the Knights of Labor?

Mr. Grady objected to the question.

Mr. Untermyer offered to show that they left the Knights of Labor for a reason different from that stated by Mr. Herbrand; and that they tried to get the employers to make a contract not to employ any Knights of Labor, and thus get the brewers into trouble with the Knights of Labor.

Chairman Purcell.— In this contract that is in evidence, which was proposed to be entered into, they claim that there is a clause which, if agreed to, would exclude the Knights of Labor, and upon that the relations of the Knights of Labor with this union have already been gone into. The objection is overruled.

A. It was an internal affair.

Q. Well, tell us about it? A. The last difficulty was at the time of the coal strike, when they asked us, verbally, to strike in the breweries; we could not strike, because we had a condition in our contract which did not allow us to strike without bringing the matter first before the attention of the board of arbitration, and we wanted to keep the contract, as we have always held it.

Q. Who, on the part of the Knights of Labor, had ordered you to strike?

Mr. GRADY objected to the question as immaterial. Objection overruled.

A. I don't know.

Q. Can you give us no information of who ordered you to strike? A. You must ask our walking delegate, Pommer.

Q. Did anybody ever ask you to have your organization strike, at the time of the coal strike? A. No.

Q. Didn't you know that, under the contract that I now show you (showing the witness the proposed contract for 1888 and 1889), the brewers would be compelled to discharge any Knight of Labor that they had in their breweries? A. No; that is not true.

Q. Are the Knights of Labor members of the national union of the United Brewery Workmen? A. No; there are some Knights of Labor among them, but not all.

Q. Knights of Labor who did not belong to your union, wasn't the employer, under that contract, compelled to discharge them? A. There is no contract.

Q. If the contract which is here presented had been signed, which contains the seal of the national and local union, would not the brewers have been forced to discharge their employés who were Knights of Labor?

Mr. GRADY objected to the question, on the ground that the contract itself shows that it provided that none but members of the brewers' union should be employed.

Q. Are there any Knights of Labor in your local union? A. Now no more.

Q. When were Knights of Labor in your union? A. Until we stepped out of the Knights of Labor.

Q. And since you stepped out of the Knights of Labor have you had any Knights of Labor in your local union? A. Not in our local union; in others that are belonging to the national organization.

Q. Were there any men employed in the breweries of New York city or Brooklyn, who did not belong to your local union? A. Yes, certainly.

Q. What class of men? A. Beerdrivers.

Q. Did they not belong to your national union? A. Yes.

Q. Did not the firemen belong to your national union? A. Yes; to the national organization, not to us.

Q. Were there not also firemen and engineers in some of the breweries that belonged to the order of Knights of Labor and not to

your national union? A. Yes; there were some of them engineers and firemen that belonged to Local Union No. 30; they belonged to the Knights and at the same time belonged to the local union.

Q. Did not the brewers have in their employ engineers and firemen who belonged to the Knights and did not belong to your local union? A. Not to the national organization.

Q. Did they not have firemen and engineers that belonged to the Knights of Labor and did not belong to any of your local unions or to your national union? A. Yes.

Q. Now, under this contract which was presented to the bosses, under this contract which is in evidence, don't you know that all those firemen and engineers would have to be discharged?

Mr. Grady objected to the question.

Commissioner Robertson.—Would not the contract show that?

Q. Who collects the money for Local Union No. 1? A. Two financial secretaries, and I partly.

Q. Who collected the fines that were imposed upon the members of you union? A. The financial secretary.

Q. Didn't you collect any of them? A. I have not collected any; they collect them and bring them to me.

Q. They bring them to you? A. To me and to my assistant financial secretaries.

Q. You remember, on the 7th of August, 1887, don't you, getting fifteen dollars from a man named Pingaria for a fine imposed on him for working ten minutes over-time.

Mr. Grady objected to the question as immaterial and incompetent.

Chairman Purcell.—It seems to us if an employer wanted his employé to work ten minutes over-time, and the union fined him fifteen dollars for doing that work, it is a part of this controversy.

Mr. Grady instructed the witness that if his answer to this question might, in any way, tend to criminate him, he had the privilege of refusing to answer.

This instruction was repeated to the witness in German, and he replied: "I don't believe it."

A. I looked it up, and I remember that on the 7th of August, 1887, he was fined fifteen dollars, but I can not remember that he was fined for ten minutes over-work; the fine was not only for working ten minutes over-time.

Q. How much was he fined for overwork? A. For various reasons; summed up, he has been fined by our committee of five.

Q. Was the ten minutes over-time one of the reasons? A. It had something to do with it, as it happened every day.

Q. It happened every day? A. It may not have happened every day; but they made the rule to work over-time, to over-step the contracts or agreements made with the bosses, by which he made himself subject to a violation of our constitution; besides that, he has beaten and struck our men.

Q. You fined him fifteen dollars on the 31st of July, 1887? A. Not I.

Q. Who did? A. Our committee of five.

Q. Are you a member of that? A. No.

Q. You collected the money on the seventh of August, didn't you? A. No; he brought it to me and I gave him a receipt, and I handed it over to the treasurer.

Q. To whom did you hand the money? A. To my treasurer, Friedel; I have accounted for it to him.

Q. Did you hand the money over to him immediately? A. No; I account every month with him, with our treasurer; I put it so long in our safe.

Q. Look at that and state whether that is a semi-annual statement of the finances of your union, issued officially? (Showing the witness a paper.)

Mr. GRADY objected to the question.

Mr. UNTERMYER offered to show that the money of these men has been wasted and frittered away.

Mr. GRADY objected. Objection sustained.

Mr. Kurzenknabe, did you keep the minutes of the local union? A. Yes; I kept minutes.

Q. You remember on the first day of the hearing and the second day of the hearing, of my asking that these minutes be produced, don't you? A. Yes.

Q. Have you those books? A. Yes.

Q. Mr. Kurzenknabe, please produce that book. (The witness then produced the book.)

Q. In whose handwriting are the entries in that book? A. The first minutes were made by Mr. Herbrand, afterwards by me, and now by my assistant.

Q. Who is your assistant? A. John Buchner; he is assistant since this trouble occurred; I have no time to take the minutes.

Q. Between what dates in the book are the entries in your handwriting? A. From the 10th of September, 1886, up to the 15th of April, 1888.

Q. Do you remember the time of the hanging of the anarchists? A. Oh, yes.

Q. Did you march in the procession that night? A. When they were hung, not.

Q. Mr. Kurzenknabe, did you march in the procession that was held in New York to commemorate the hanging of the anarchists? A. I did.

Q. You produced a flag here in court a few days ago, and had a good deal of fun about it; now that flag was bought during the present year, was it not? A. It may have been in the new year, but it may have been in 1887.

Q. You did not have that flag at the time of the anarchists' procession, did you? A. No.

Q. Who carried the flag that was carried by your organization, or some member of it, in that procession? A. We have not had a flag.

Q. You did not carry any flag in that procession? A. No; at Union square a few of them pressed themselves in ahead; we were broken up; we only had three dozen lamps.

Q. Did not your organization carry a red flag wrapped in mourning, in crape? A. No.

Q. Did you see such flags in the procession? A. Plenty.

Q. And did the workmen who paraded in that procession carry the signs of the breweries with which they were connected? A. No.

Q. Did none of them carry the signs of the firm? A. As much as I know, I did not see any; we did not have anything but a music horn and about three or four dozen lamps.

Q. Where did you start from? A. No. 213 Forsyth street.

Q. Did you fine everybody who did not appear? A. No.

Q. Did all the members appear? A. I don't believe it; we have not had the control.

Q. Who called the meeting? A. Our executive committee resolved that they assemble at our quarters and march to Union Square. I issued, on behalf of and by order of the executive committee, the call for the members to assemble, in the *Volks-Zeitung*.

Q. Mr. Kurzenknabe, among the items charged as being paid out by Brewers' Union No. 1, is a charge of $100 for the defense of the condemned anarchists, between July, 1887, and July, 1888; did you pay that money out by resolution of your organization? A. Yes, sir.

Q. What other moneys did your organization pay in defense of the anarchists, if any? A. I believe that previous to that fifty dollars had been appropriated for the defense, but I can't tell.

Q. Did all the local unions in the national union contribute toward the defence of the anarchists? A. I don't know.

Q. Do you know of any other local unions that contributed to the defence of the anarchists? A. I heard it from Chicago; otherwise I have not heard.

Q. Is there any entry in your minute book, in October, 1887, in reference to the Milwaukee trouble? A. Yes.

Q. Turn to the first entry in that book in connection with the Milwaukee trouble? A. I know it by heart.

Q. Well, just turn to it. (The witness turned to page 177 of the book.)

Q. Is that the first entry in the book with reference to the Milwaukee trouble? A. I think so, yes.

Q. Just look back a little? A. Yes.

Q. Please read the first entry in that book concerning the Milwaukee trouble. A. "For the striking maltsters at Milwaukee $200 have been appropriated."

Q. Is that the only thing on that page in connection with the Milwaukee trouble? A. Yes.

Q. Is there anything on that page about the way the boycott is getting along?

Mr. GRADY objected to the question, as the witness has already answered that there is nothing else on that page about the boycott.

Q. Now turn to the next entry. (The witness turned to page 179.)

Q. Read it. A. "The reports of the delegates of the Central Labor Union and the American Federation, in reference to the acceptance and indorsement of the boycott against the Milwaukee beer, were received."

Q. To what boycott does that refer? A. That the Central Labor Union resolved the Sunday previous.

Q. Who asked the Central Labor Union to boycott the Milwaukee beer? A. I don't know who did it.

Q. Who were the delegates from your local union to the Central Labor Union at that time? A. I believe the same that are now delegates, Louis Keller and Charles Pommer.

Q. Is Keller in court here? A. I don't believe he is.

Q. Where did he work? A. In Elias's brewery.

Q. And did your local union instruct your delegate to ask the Central Labor Union to impose a boycott on Milwaukee beer? A. No, or else it would be in the book.

Q. Is there nothing in the book containing instructions to the delegates to the Central Labor Union? A. No.

Q. Now turn to the next entry in connection with the Milwaukee trouble. Is there anything on page 180? A. Yes: "The tax ordered

by the national executive committee for Milwaukee, weekly, ten cents, was accepted, and resolved to collect the money with the monthly dues; and, whereas, rapid assistance is necessary, to have the tax, as necessary, advanced from the treasury, the trustee was directed to draw the necessary money from the bank."

Q. Who was the trustee? A. Louis Keller.

Q. That ten cents that was assessed for Milwankee, is that ten cents imposed on every local union in the national union? A. I have received an order for Local Union No. 1; as much as I learned, they all did it.

Q. Who is it that votes away the money of the men in that way; who has the power? A. The meeting.

Q. Who does the appropriating; does not the committee of five do it? A. No.

Q. What committee does it? A. No committee.

Q. Who passes the resolution of the national union to have every member of all the locals pay ten cents a month for the Milwaukee strike? A. The national executive committee.

Q. Of how many men are they composed? A. About eleven, or twelve.

Q. And they are the men who vote how much money all the membeas shall pay towards a strike, are they? A. No; they only make the proposition, and the meeting resolves whether the money shall be appropriated or not.

Q. Look at page 180 again and see whether there is anything else on that page in connection with the Milwaukee trouble? A. No.

Q. Look at page 181 and see if there is anything on that in reference to the Milwaukee trouble or boycott or the New York trouble? A. No.

Q. One hundred and eighty-two; is there anything on that page in reference to the Milwaukee strike or the New York trouble or the boycott in Milwaukee? A. No.

Q. Or 183? A. There is something about the trouble here.

Q. Let us have it? A. "Henry Saltzer, of George Ehret's, complains that he has wrongfully been compelled to stop fourteen days unjustifiably, stopping fourteen days as a punishment; Pommer and Kurzenknabe have been requested to investigate the matter thoroughly and to demand the full payment and the reinstatement."

Q. Were Pommer and Kurzenknabe directed to demand the full payment and the reinstatement, at the same meeting that the man made the complaint? A. If they ascertained that Saltzer has any right, then they should insist on his reinstatement and the full pay.

Q. The book does not say anything about ascertaining whether he was right or not, does it? A. The book shows that he complained of being discharged unjustifiably.

Q. And was it not resolved, at that meeting at which he complained, that you should investigate and get him his pay and his position back? A. It is by all means the wording, but the book is not written for lawyers.

Q. Is there anything else on that page in reference to this Milwaukee or New York trouble? A. "The receipts from the tax for Milwaukee amounted to $449.10."

Q. Is there anything else on page 183 in connection with this trouble? A. No.

Q. Now go on and see whether there is anything on page 184 in reference to this trouble. A. There is nothing in there.

Q. What date is that? A. Twenty-second of January, 1888.

Q. Do you remember what Herbrand reported at that time? A. No; he said a good deal about Milwaukee.

Q. Did you go to Milwaukee about the trouble? A. No.

Q. Do you know where Elsner is? A. This morning he was here.

Q. Do you know where he is now; did you see him over to Jersey?

Mr. GRADY objected to the question.

Q. Is there anything else on page 184? A. That is what I have said.

Q. Now 185? A. "Tax for Milwaukee, receipts $90.70."

Q. Anything else on that page? A. No.

Q. Next page, 186? A. "National Secretary Herbrand's report of state of battle at Milwaukee, and states why, apparently, most of the members of the union turn their back to the union;" that is all.

Q. Anything else on that page? A. No, sir.

Q. What is on the next page? A. "Fifth of February, 1888; tax for Milwaukee, $353.30."

Q. Anything else? A. "Expenses Milwaukee tax for two weeks, $240."

Q. Did your members pay ten cents a week or ten cents a month toward the Milwaukee trouble? A. Ten cents a week.

Q. And your members who are in employment now, they pay one day's wages every week to support the people who are out of work, don't they? A. Yes.

Q. Does the Milwaukee union help to support this strike here? A. I have not received, up to this day, anything.

Q. Go on with the book; anything on page 188; is there anything there about the Milwaukee strike or boycott or the New York trouble?

A. "For John Haas, who had an accident, at Ebling's, the arm being broken by a defective elevator, an attorney shall be engaged for him, as the firm of Ebling only want to pay him fifty dollars — settle it for fifty dollars. The walking delegate, Pommer, promised to go once more to Ebling and see whether or not, before the matter is given to an attorney, it can be settled or not."

Q. What I refer to is the large troubles; is there anything in relation to the Milwaukee strike or boycott or the New York trouble on page 188? A. No.

Q. One hundred and eighty-nine? A. "The report of the national secretary about the state of the matter at Milwaukee was received gratefully."

Q. What was that report? A. I don't know.

Q. Was not your local union assisting in boycotting Milwaukee brewers? A. I don't know whether that helped, but we did not drink Milwaukee beer.

Q. Did you assist the Milwaukee boycott in any way, except that you did not drink Milwaukee beer yourself? A. No.

Q. Did you distribute circulars? A. No.

Q. Did your union pay for circulars that were distributed in New York? A. No.

Q. Who paid for those circulars? A. I don't know.

Q. You don't know anything about it? A. No; you must ask the printer who printed them.

Q. Who was the printer who printed them? A. I don't know.

Q. Were any printed? A. I don't know; I did not see any.

Q. Did you ever see any? A. Oh, yes.

Q. Where did you see them? A. The most on disreputable places.

Q. Did you see any on Forsyth street? A. Yes; they were pasted up on a mirror there.

Q. Did your local union do anything towards assisting the boycott against the Milwaukee brewers? A. No.

Q. Are you sure about that? A. Well, I know that some of our men don't want to handle the malt, but we told them they must do it, because there is nothing in the contract that forbids it.

Q. Do you know Mrs. Meltzer? A. Yes.

Q. She is a widow who has a small brewery in Brooklyn, isn't she? A. Yes.

Q. Did you attach your seal to that paper? (Showing the witness a paper.) A. No.

Q. Do you know who did it? A. No.

Q. Are you sure you did not? Who has charge of the local seal in your local union? A. It is hanging on my desk.

Q. Who has charge of the seal? A. Nobody has charge of it; it hangs there.

Q. In whose handwriting is the letter to Mrs. Meltzer? A. Mine it is not.

Q. Was that seal of your union placed on that paper with your knowledge? A. I don't believe it.

Q. Is the other seal there the official seal of the national union? A. As much as I know, yes.

Q. Did you ever see these circulars before? A. I don't believe it; it may be possible that I did see them, but I don't know.

Q. Did anybody of your local union have authority to send those circulars out among the New York and Brooklyn brewers? A. It is signed by Herbrand; the East Side Union Printing Company has also a cut of our seal; this is not printed; it is stamped.

Q. Has the East Side Printing Company got a stamp that they can put on like that? A. They have a cut of our seal.

Q. Could they make a stamp of that kind from that cut?

Mr. GRADY objected to the question on the ground that it calls for an opinion of an expert printer.

Q. Do you know whether circulars such as that were sent to the New York and Brooklyn brewers? A. I don't know, as I said before; I have not seen one; Herbrand sends down and asks me for my seal many times.

Q. Mr. Kurzenknabe, has Mr. Herbrand the right to issue notices with your local seal? A. If I am not there, as my representative, why not?

Mr. UNTERMYER offered the following paper in evidence.

Mr. GRADY.— What do you offer it for?

Mr. UNTERMYER.— I offer it in evidence as a paper.

Mr. GRADY consented that it should go in evidence as a paper simply.

It was received in evidence and marked "Employers Ex. G 1."

NATIONAL UNION OF THE UNITED BREWERY WORKMEN OF THE UNITED STATES.
NEW YORK, *November* 14, 1887.

MELTZER BROTHERS, Esq., *Brooklyn, E. D.:*

DEAR SIR.— I am authorized to notify you that all malt made in the commission malt-houses of Milwaukee, Wisconsin, will not be handled in future by the members of our national union, on account that the proprietors of these malt-houses, as named below, refuse to grant to the Brewers and Maltsters' Union of Milwaukee, Wisconsin, an agree-

ment even at the most moderate demands. The reason of notifying you of this fact is, that disturbances which may arise in your business about this malt, and which would be disagreeable both for you as well as for us, may be prevented, and not be set on our account.

Hoping that this incident will not disturb the harmony now in existence between you and our men,

I remain, dear sir, yours very respectfully.

[Seal of National Union of the United Brewery Workmen of the United States.] LOUIS HERBRAND,

National Secretary.

[Seal of Local Union No. 1 National Verband der. ver. Brauerei-Arbeiter der Vereinigten Staaten.]

Names of the malt-house firms: Ph. Altpeter, Froedtert Bros., Fueger, Max & Co., Wm. Gerlach & Co., G. F. Hansen, F. Krauss & Co., Louis Liebscher, Westhofen & Co., A. C. Zinn.

Adjourned to May 3, 1888, at 10 o'clock A. M., at which time the examination of the witness was continued, as follows:

Q. Who is Mr. Semmelman? A. He was secretary of the maltsters' union.

Q. Is the maltsters' union a part of the national workingmen's union? A. Yes; Local Union No. 26.

Q. Is Mr. Semmelman a member of the executive board of the national union? A. Yes; up till now.

Q. Look at the letter which I now show you and state whether the signature to that letter is the signature of Mr. Semmelman. (Showing the witness a letter.) A. There is no stamp on it.

Q. Look at the heading which I show you and state whether that is the heading of the malsters' union. A. I think so.

Mr. Untermyer offered the letter in evidence.

Mr. Grady objected to it being received in evidence on the following grounds: First, that it is too remote, the letter being dated July, 1887; second, that it is immaterial; third, that there is no evidence that the letter offered in evidence is in any way connected with this controversy; and fourth, that at the time this letter was written the maltsters' union was not a part of the Brewers' National Union. Objections overruled.

Mr. Katzenmayer then translated the letter as follows:

New York, *July* 12, 1887.

Mr. Joseph Doelger, *Brewer, New York city:*

My Dear Sir.— As you have already learned from the papers, the maltsters of New York and vicinity have the earnest work now to proceed against the introduction of scab malt. We warn you, Mr. Doelger, not to go in a trap again and not to buy any more such malt.

Section 6 of the Central Labor Union has promised us they are about to proceed against such brewery owners as are using scab malt; and we are, in consequence thereof, instructed to name all such breweries and to hand in the names to section 6 of the Central Labor Union, which will energetically proceed against such breweries that are using scab malt. There are here in New York city union malt-houses which have sufficient malt. Why do you get into trouble? Mr. Edward Scheier has sufficient malt in his possession. Why don't you buy the malt there? And there are many other malt-houses in the city which have sufficient malt. Now, Mr. Doelger, we warn you timely, not to buy any more malt from the scab firm, Matthews, in Le Roy, and from any other scab firm, so that you will not come in conflict with any labor organization. We hope that you will comply with the request contained in these lines, and that you will take to heart the warning. I request until Wednesday morning to give me a decided answer, or else I must submit the matter decidedly to the Central Labor Union.

Respectfully.

FRANK SEMMELMAN.

Secretary of the United Maltsters' Union of New York and Vicinity.

Q. What do you understand by scab malt?

Mr. GRADY objected to the question as immaterial.

Commissioner ROBERTSON.—I think we all understand what is meant by scab malt.

Q. Do you know Ernest Bohm, of the Central Labor Union? A. Yes.

Q. Is the coopers' union a part of the national union? A. No; not of the national union of brewers.

Q. Is it a part of the Central Labor Union of which your union is a branch? A. I believe that they are represented.

Q. You know Ernst Bohm's writing (showing the witness a letter)? A. I believe he has written that, but I don't know for certain.

Q. Do you know who requested the Central Labor Union to send letters to the brewers of New York city and vicinity that they were not permitted to use the kegs manufactured by Mr. Schwartzwelder? (Some letters were here shown to the witness.) A. Our union did not do it; I am not a representative of the union; I don't know.

Q. Do you know whether or not the delegates from your union assented to or authorized the sending of those letters of which I have spoken in my previous question?

Mr. GRADY objected to the question on the ground that the question

assumes that there were such letters sent, while there is nothing on the record to show that any such letters have been written.

Chairman Purcell.—It seems to us that the letter is sufficiently identified by the witness.

Q. Look at the four other letters; tell us whether, in your judgment, those are from the Central Labor Union and in Mr. Bohm's handwriting? A. They are all five in one handwriting.

Mr. Untermyer offered five letters in evidence. They were received in evidence and marked "Employers' Exhibit, H 1, I 1, J 1, K 1 and L 1."

Q. All these gentlemen, to whom these letters are addressed, are brewers in the city of New York, are they not, Yuengling, Hupfel, Schafer, Hoffman? A. Yes.

Q. All of them had contracts with your union at the time these letters were written, didn't they? A. Yes.

Q. Did you have a talk with Mr. Thomann in February, 1888, about a new contract, at the Brewers' Association, No. 2 Irving place? A. Not an official one.

Q. I did not ask you whether your talk was official or not; did you have a talk with Mr. Thomann in February, 1888? A. I don't know whether it was in February; I often had conversation with Mr. Thomann.

Q. Did you have a conversation with Mr. Thomann in February, in substance as follows: did Mr. Thomann say to you, in substance, that the brewers did not propose to allow your union to make fools of them any longer, and did you say in reply, "We will make bigger fools of them than ever, and the next contract will compel them to boycott any malt that we please"? A. No, sir.

Q. What did you say to Mr. Thomann in February, 1888, about a new contract? A. As much as I can remember, we only spoke about the battle in Milwaukee, and all that I did with Mr. Thomann was merely unofficial, and we had a little wrangle together.

Q. I want to know whether you said anything to Mr. Thomann about the next contract that you were going to compel the brewers to make? A. I don't know; I can't remember; as I can remember, we only touched on the Milwaukee trouble.

Q. Do you know whether or not you spoke to him about compelling the New York brewers to make a new contract? A. I never said anything about compelling them.

Q. Did you call upon Mr. Seifert about not using non-union malt? A. I was at Mr. Seifert's office when many of our men refused to unload the non-union malt.

Q. Who told your men not to unload non-union malt? A. I don't know; I told them that they must unload it.

Q. Did Mr. Herbrand tell them that that they must not? A. As much as I know, not; I have always stated that the malt is brought here under our contract, and we acknowledge that.

Q. If you stated that what was your purpose in sending notices saying exactly the contrary?

Mr Grady objected to the question. Objection sustained.

Q. Is the drivers' union a part of the national union? A. Yes.

Q. Do you know Frederick Boos, who is a member of the drivers union? A. Not to-day, no.

A. Who has charge of the minutes of the drivers' union? A. Most likely the secretary of the drivers' union.

Q. Who is the secretary? A. Louis Riege.

Q. Look at the letter which I now show you and state whether that is in your handwriting (Showing the witness a letter)?

Mr. Grady objected to the question on the ground that the letter is dated in October, 1886, prior to the signing of the last contract, and that it is immaterial. Objection overruled.

Q. That is your handwriting? A. Yes, sir.

Q. The seal of the union was put there by you, was it? A. Yes, sir.

This letter was offered and received in evidence.

It was translated by Mr. Katzenmeyer, as follows:

New York, *October* 21, 1887.

Frederick Oberman, Jr., Esq., 330 *East Forty-fifth street:*

Dear Sir.— Hereby we request you to discharge at once your cooper, E. F. Riester, who is not a union man, and to instruct your foreman not to break the contract that has been agreed upon with us, by engaging men who can not show the card.

Respectfully.

E. KURZENKNABE

Secretary.

Q. Did you have any coopers in your union? A. Yes.

Q. In Local Union No. 1? A. Yes.

Q. Did the Knights of Labor have a coopers' union in October, 1887? A. I think they had.

Q. Was not Riester a Knight of Labor? A. Not that I know.

Q. Do you know whether he was a Knight of Labor or not? A. I know that it was reported to me that he was not a Knight of Labor.

Q. Who reported it to you? A. The secretary of the coopers' union.

Q. The secretary of your coopers union? A. We have none.

Q. What coopers' union is that; the one that belongs to the Central Labor Union? A. Yes, sir.

Q. Did you ever inquire of Riester or ask him, before writing this letter, whether he was a member of the coopers' union that belonged to the Knights of Labor? A. I received an official report from the Knights of Labor that he is not a member and that he does not belong to them.

Q. Where is that official notice? A. I don't know that now.

Q. Did you get any official notice from the Knights of Labor coopers that he was not a member of their union? A. No.

Q. Did you inquire of the coopers' union that belonged to the Knights of Labor whether he was a member of that union? A. No; I inquired of the German coopers' union.

Q. You mean that you only inquired of the union that belonged to the Central Labor Union? A. I believe the others belong to it as well; the Hearts of Oak.

Q. Do the coopers' union of the Knights of Labor belong to the Central Labor Union? A. I believe it does; but I don't know.

Q. Don't they belong to District Assembly No. 49? A. I don't know.

Q. Are there any local unions that belong both to District Assembly 49 and to the Central Labor Union at the same time; is there any local union that belongs, at the same time, to both District Assembly 49 and the Central Labor Union? A. I don't know what local union Mr. Untermyer means.

Q. Is there any local union of any kind that belongs to the Central Labor Union and to District Assembly 49 at the same time? A. Yes; there are many.

Q. What local union do you know that belongs to the Central Labor Union and to District 49? A. As much as I know, the Hearts of Oak; various engineers' unions.

Q. Name any engineers' union that belongs both to District Assembly 49 and to the Central Labor Union? A. I can not do it.

Q. Then you do not know of any local union that belongs both to District 49 and to the Central Labor Union? A. I can not name any one at present, but I know that a good many belong to it.

Q. You still swear that you know of a local union that belongs to both those assemblies, do you? A. I am sitting here under oath, and I have been saying that a good many of them belong to both organizations.

Q. I know you are under oath, and I want to know if you know of any local union that sends its delegates both to the Central Labor

Union and to District Assembly 49? A. I can not name any; you must ask the secretary of the Central Labor Union; he ought to know it; it is a fact.

Q. Look at the paper which I now show you and state whether that is in your handwriting and if you wrote it (showing the witness a paper); is that your writing? A. Yes.

Mr. Untermyer offered this paper in evidence. It was received in evidence and marked "Employers' Ex. M 1."

It was translated by Mr. Katzenmayer, as follows:

Brewers' Union No. 1, New York,
New York, *July* 12, 1887.

Joseph Doelger's Sons' Brewery, 229 *East Fifty-fourth street:*

Gentlemen.—As the coopers' union has resolved, at the meeting held on July sixth, not to recognize the cards of the brewers' union, we request you, by reason of our contract with you, either to induce the shortly engaged cooper, Von Tressack, to do solely cooper's work and no brewery work whatsoever, or to discharge the same at once. Hoping that it will not be necessary to treat the matter any further, we remain.

Respectfully.

ERNST KURZENKNABE,
Secretary.

Q. Who instructed you to send that letter? A. Most likely the meeting of the executive committee.

Q. Who authorized you to attach the seal of the local union? A. Most likely the executive of the meeting.

Q. Had the coopers' union, on July 6, 1887, refused to acknowledge the cards of the brewers' union? A. Probably, or else I would not have written that letter.

Q. What coopers' union was it that had refused to recognize the brewers' union? A. I can not tell at present; if I looked at the minutes I may tell.

Q. Well, look at the resolution of the 12th of July, 1887. A. There is only one minute of July tenth, and there is nothing in it.

Q. Look at the letters I show you of July 11, 1887, and September 21, 1887, and state whether both of them are in your handwriting and bear the official seal of the local union; is that in your handwriting? A. Yes, sir.

Q. And this one? A. Yes, sir.

Q. And they bear the seal of the local union? A. Yes, sir.

Mr. Untermyer offered in evidence the letter of date July 11, 1887. It was received in evidence and marked "Employers' Ex. N 1."

It was translated by Mr. Katzenmayer, as follows:

Brewers' Union No. 1, New York City,
New York, *July* 11, 1887.

Messrs. Joseph Doelger's Sons' Brewery:

Gentlemen.—We request you herewith to discharge the cooper, John Von Tressack, who has been engaged in your brewery last Friday, as the same has not the brewers' card provided for to do brewery work, and to pay the same according to contract, eighteen dollars.

Respectfully.

ERNST KURZENKNABE,
Secretary.

Q. What sort of a card did Von Tressack have? A. Most likely from the coopers' union.

Q. From some coopers' union which was a member of the Central Labor Union? A. I believe they both belong to it; the Hearts of Oak belong also to them.

Mr. Untermyer then offered in evidence the letter of date September 21, 1887. It was received in evidence, and was translated by Mr. Katzenmayer, as follows:

Brewers' Union No. 1, New York,
New York, *September* 21, 1887.

Messrs. Meltzer Brothers' Brewery,
185 *to* 207 *Suydam street, Brooklyn, E. D.:*

Dear Mrs. Meltzer.—As the undersigned and our walking delegate, Charles Pommer, have been given no opportunity this morning to have a conversation with you, dear madam, in reference to the discharge of the first cellarman in your brewery, and as there is no understanding to be had with your foreman, there is nothing else left to us but to bring this matter before the board of arbitration. As speed is absolutely necessary, we have called the board of arbitration to meet on Friday, the twenty-third of this month, at 2.30 p. m., in your brewery. It is left to you to appoint an impartial foreman as arbitrator. Should urgent reasons be prevailing which would not make it possible to hold that meeting on Friday, we request you to send us eventually a telegraphic communication or answer, that we can inform the respective foremen of the change. If no answer will come, we assume that he is convenient. It is with us the only

and the last way to settle the matter in peace, and we hope that it will so happen. The board of arbitration will consist of three foremen and three brewerymen and one impartial man; that is, if you shall desire it. They must unconditionally submit to the conditions of our contract, in case of a decision. The board of arbitration, as provided for in the contract, consisting of two brewery owners and two brewerymen, we would not call together because your firm is not represented in the brewers' association, Hoping that an amicable settlement of the disagreeable matter will be effected, I remain

Yours respectfully.

E. KURZENKNABE,
Secretary.

P. S.—We request you to kindly inform your foreman that he must be present and report to the board of arbitration.

Q. Mrs. Meltzer you knew, did not belong to any organization or association, didn't you? A. No; we had a private contract with Mrs Meltzer.

Q. And the arbitration you wanted to give her, as I understand it, was three foremen of the breweries and three members of your own union and one man to be selected in another way? A. An impartial foreman.

Q. You wanted her to submit to a board of arbitration composed of seven brewery workmen and no brewery owners?

Mr. GRADY objected to the question.

Q. Do you recognize that handwriting (showing the witness a paper)? A. No, sir.

Q. Do you know who has been sending threatening letters of that kind to the brewers?

Mr. GRADY objected to the question.

Q. Is that letter in your handwriting and is it the official seal (showing the witness a letter)? A. About the seal, I have already answered that.

Q. No; you have not, in regard to this letter. Do you know the seal of the national workingmen's union? A. Yes.

Q. Look at that seal and see whether that is the seal of the national workingmen's union. A. No.

Q. What seal is that, if you know? A. As much as I know, it was the first seal that the brewers' union had.

Q. What brewers' union? A. The local union, No. 1, now.

Q. Was Herbrand the corresponding secretary of that union in June, 1886? A. Yes, sir.

Q. What was your occupation at that time? A. I worked at ——

Q. Were you a member of the union of which Herbrand was then secretary? A. Yes.

Q. Is that the same union of which you are now secretary? A. Yes.

Mr. Untermyer offered this letter in evidence.

Mr. Grady stated that it was a hektograph letter, signed by nobody, but stamped with the name of Mr. Herbrand, and asked if the letter had been sufficiently identified. It was received in evidence and marked "Employers' Ex. O 1."

Mr. Katzenmayer translated it, as follows:

New York, *January* 29, 1886.

Messrs. Philip & W. Ebling, *New York:*

The Brewery Workingmen's Union, of New York, sanctioned by the Central Labor Union, has resolved to make your brewery, the same as other business, a union brewery; that all your workingmen join our union. By calling your attention to the fact that, in case you shall do it, you can always depend upon the patronage of hundred thousands of organized workingmen, I have to say that it will be very agreeable to us if these lines would suffice to induce your workingmen to join our union. It will prevent all further circuitousness and prevent the sending of committees in the future. Requesting you kindly to have this notification posted up in your brewery and to send us your decision in the matter, I remain

Respectfully.

L. HERBRAND,

Corresponding Secretary,

402 *East Fifty-seventh street.*

The Witness.—I don't know whether Mr. Herbrand was secretary in January.

Q. I show you now a letter dated the 22d of February, 1886, signed in the same way, with the same kind of a seal; I ask whether that was the official seal of your union in February, 1886? A. I don't know; I was no member of the union at that time.

Q. When did you become a member of the union; when was that? A. The 6th of March, 1886.

Q. This is dated February 22d, 1886; when you became a member of the union on the 6th of March, 1886, that was the official seal? A. Yes.

Q. And was Herbrand then the corresponding secretary of the union? A. When I became a member; yes.

Mr. UNTERMYER then read the following letter, which was offered and received in evidence and marked "Employers' Exhibit P 1:"

Translation of Employers' Exhibit P 1.

NEW YORK, *February* 2, 1886.

MESSRS. PH. AND WM. EBLING:

In polite reply to your favor of the thirtieth last month, I have to inform you as follows, with proper regard to the intelligence of your workmen: We look upon a summons from you to your workmen to join our union not in the least in the nature of compulsion, but as a necessity, in order to drive away the mistrust which still exists against a brewers' union, dating from the year 1881. I remark, briefly, that the principles of our present union are totally different from those of the former one. We seek, solely, to go hand in hand with the brewery owners in settling all future difficulties, and our chief object is to bring into good repute the here so despised trade of brewery workmen, and also that in future only genuine brewers may be employed in breweries.

In order to accomplish the above we have received exclusive permission from the Central Labor Union to organize, and should our well-meant requests remain unnoticed, we have only done our duty, and shall also refer your affair as regards further measures back to the Central Labor Union. What steps the same may then take in order to arrive at the desired end, we will then ourselves have to consider with the whole organization.

Expressing the hope that at our next meeting, on Sunday, the seventh inst., we may receive your workmen as members,

Most respectfully.

L. HERBRAND,
Secretary.

Q. I next call your attention to this circular, and I ask you whether you wrote the German of that (showing the witness a printed circular)? A. No, sir.

Q. Did you ever see it before? A. Yes.

Q. Where did you first see it? A. I can not recollect any more.

Q. Do you know who wrote it? A. No.

Q. Do you swear to that? A. Yes.

Q. You do not know who translated it? A. No.

Q. You do not know where it was printed? A. I believe it is stated below.

Q. And you do not know who distributed them? A. No.

Q. Do you know who distributed any circulars? A. Yes.

Q. In connection with this trouble? A. Yes.

Q. On the part of the workingmen? A. We have called a meeting of the retailers, the saloon-keepers, and they have distributed them.

Q. Are those the only circulars of which you have any knowledge that people have distributed? A. I have seen others.

Q. Did your union pay for the printing of any circulars? A. No.

Q. Do you know who did pay for them? A. I believe the saloon-keepers' association.

Q. I am not speaking of the innocent circulars calling people together; I am talking of circulars such as this; do you know who paid for printing them (showing the witness a circular)? Here is, for instance, a circular; I would like to know if you wrote the German of that? A. No.

Q. You swear that you did not write that German? A. I am under oath.

Q. You say positively you did not write the German of that circular? A. I have not written the same.

Q. Did you translate it? A. No.

Q. Who did translate it? A. I don't know.

Q. Do you live in the house in which it was printed? A. I don't live in the printing office.

Q. Is the printing-office in which that was printed next door to where you live? A. I would request that the question that I would like to put to the Board be granted me. I would like to know whether I have to give answers in matters that have no reference to the lock-out and that have transpired since?

Chairman Purcell.—Any question that we permit the counsel to ask, it is your duty to answer.

Q. Have you any minutes of the meetings of April sixteenth, seventeenth and eighteenth of this year, in your minute book? A They have not been written up.

Q. Have you any meetings since April seventeenth in your book? A. Not written by me.

Q. By whom are the minutes of the meetings that are in your book, after the sixteenth of April, written? A. For the sixteenth, seventeenth and eighteenth of April, the minutes have not been written by me.

Q. And after that who wrote them? A. John Buchner.

Q. Have you left blank pages in that book for the transactions of April 16th, 17th and 18th which you have not put into that book? A. Yes.

Q. Tell us what pages are in that minute book left entirely blank? A. Two hundred and one to 205 inclusive; the writing stops at 199 and stops at 206.

Q. Where are the notes of the meetings of April fifteenth, sixteenth, seventeenth and eighteenth? A. The notes are in my scrap book.

Q. Where is your scrap book? A. It is at our meeting in Clarendon Hall.

Q. Was it not your custom to write your minutes directly and immediately into your minute book? A. Generally I did it before the following meeting.

Q. Did you ever take any notes of the meeting before you put them into your minute book, except on those days, April fifteenth, sixteenth, seventeenth and eighteenth? A. That is the usual manner; they are all entered in here.

Q. Have you any blotter book, outside of this book that contains the minutes of any meeting except April fifteenth, sixteenth, seventeenth and eighteenth? A. It is right in the middle of it.

Q. Do you know what took place at your meeting on the sixteenth of April? A. Yes.

Q. Do you remember the resolutions that were passed? A. Yes; a few of them.

Q. What boycott resolutions were passed there?

Mr. GRADY objected to the question on the ground that what took place after the lock-out is immaterial.

Chairman PURCELL.—We are investigating the causes of the present controversy. Of course the prime cause was the locking out. The controversy is still on, and hence we think that matters that have transpired since the locking out may be admitted.

Q. What boycott resolutions were passed there on the sixteenth of April? A. I have said that I do not know of any.

Q. Were you there at the meeting? A. Yes.

Q. Did you vote for any resolutions? A. Yes.

Q. Did you see the resolutions for which you voted in the *Volks-Zeitung* the next day? A. They requested extreme peace.

Q. Is that the only resolution you voted for on the sixteenth of April? A. I must look at my minute book.

Q. Can you get it during the recess? A. Yes.

Q. When did you write in that minute book the minutes of the meetings of April sixteenth, seventeeth and eighteenth? A. During the meeting.

Q. At the meeting? A. At the meeting.

Q. Did you read to the board yesterday everything in that book, between the dates mentioned, concerning the Milwaukee trouble and concerning the New York trouble? A. From page 177; I believe 191 was the last page I read.

Q. Did you read everything between those pages, 177 and 191, bearing on the New York or the Milwaukee affair? A. I don't think I forgot anything.

Q. Did you, after you left this room last night, say and boast that there were things in that book, between those pages, that you had not read? A. No.

Q. Did you say anything about having skipped or omitted things between those pages in that book? A. I said that Mr. Untermyer skipped something.

Q. What was it in the book that I skipped? A. The case of Ebling, when the man broke his arm.

Q. Didn't we go over that together? A. I have spoken that you went over this matter so rapidly.

Q. Now I want you to explain to the Board why you left those four blank pages in that book of the minutes of April sixteenth, seventeenth and eighteenth? A. Because I had absolutely not a minute time.

Q. You have got somebody else keeping the minutes now, from the eighteenth of April on, have you not? A. Yes.

Q. Now start at page 191, and tell me whether there is anything on that page concerning the New York or the Milwaukee trouble; is there anything on page 189 relating to the Milwaukee or the New York trouble? A. The last was the tax to Milwaukee.

Q. How much tax did the local union pay for the Milwaukee trouble for that week? A. One hundred and thirty dollars and forty cents; it has already been testified to yesterday.

Q. One hundred and ninety; is there anything on that page relating to the Milwaukee boycott or the Milwaukee trouble, or the New York trouble? A. No.

Q. What dates does that page embrace? A. The fourth of March.

Q. I wish hereafter in stating what is on a page you would also state the date which the page embraces; page 191; is there anything on that page relating to the Milwaukee or the New York trouble? Read what is on that page. A. On the same date, and at noon of the meeting of March fourth: "The report about the state of the matter in Milwaukee was approved, and resolved to transmit to Local Union No. 9, Milwaukee, a resolution by which we express our thanks for the vigorous conduct of the battle, and express our sympathy."

Q. What else on that page? A. Tax for Milwaukee, $383.80.

Q. That was for a week's tax? A. That is what has been received in two weeks.

Q. From the local union? A. From Local Union No. 1, between February nineteenth and March fourth.

Q. Is there anything else on page 191? A. "Expenses, $360, for Milwaukee;" that is all.

Q. For what purpose was that money used for Milwaukee? A. To support the people there that were on the street.

Q. How many people, if you know, former workmen in the malthouses and breweries, were on the street? A. I couldn't tell how many there were at that time; it changed every day.

Q. Are you a member of the executive board of the national union? A. No.

Q. Is there anything more on page 191? A. No.

Q. Well, go on to page 192? A. Twenty-fifth of March.

Q. One hundred and ninety-two is the twenty-fifth of March? A. Yes.

Q. Is there anything on there about the Milwaukee trouble or the Milwaukee boycott or the New York trouble? A. "At the report of the delegate of the Central Labor Union, the matter of Schwartzwelder was brought up; it was resolved that our members may handle barrels of Schwartzwelder, to unload, to handle, to pitch, as they have been delivered under contract, but that they are not permitted to do any cooperage on them or with them.

Q. That is, they are not permitted to repair them?

Mr. GRADY objected to the question on the ground that the resolution speaks for itself.

A. The driving of the hoops is also repairing.

Q. I did not ask you that; don't you know that, at that meeting, it was determined that your members would not be allowed to repair Schwartzwelder's kegs in any of the breweries?

Mr. GRADY objected to the question on the ground that the resolution read from the book shows just what the action of the union was, and that the opinion of the witness is immaterial. Objection overruled.

A. No; it was only resolved that they can not perform any cooperage work on them.

Q. Will you be kind enough to tell me, if you know, what right your union had to tell the brewery owners that their workmen, whom they paid wages, should not do work on Schwartzwelder's kegs and should do work on any others?

Mr. GRADY objected to the question on the ground that it assumes

that they did something which they did not do; that they did not tell the brewery owners anything. Objection sustained.

Q. If a member of your union did cooperage work on one of Schwartzwelder's kegs, after that resolution, what became of him? A. I know of no case.

Q. You know of no case in which they did it? A. I can't remember.

Q. What is the punishment for a member who disobeys a resolution?

By Mr. Grady:

Q. Is the penalty for the disobedience of that and similar resolutions provided for in the constitution of the brewers' union? A. Yes.

By Mr. Untermyer:

Q. What is the punishment inflicted, under the constitution, for the violation of such a resolution?

Mr. Grady objected to the question on the ground that the constition itself is the best evidence.

(The copy of the constitution in evidence was then shown to the witness and he read from it.)

By Mr. Grady:

Q. What are the sections which refer to a penalty for a violation of that and similar resolutions?

Mr. Katzenmayer then translated a portion of the constitution, as follows:

"Article 3.

Duties of a Member.

Paragraph 1. The first duty of each member is to uphold the principles of this union in every respect, and to do his utmost to have the principle of American liberty, as laid down in the Declaration of Independence, brought into practical application.

By Mr. Untermyer:

Q. Point to the section providing for the punishment for violation of a resolution. A. Paragraph 2 says that all the fines imposed upon the members are resolved and agreed upon at the meeting, and we have no scale of fines.

Q. If a man working in a brewery, as a member of your union, worked on Schwartzwelder's cooperage and you fined him for it, and he did not pay it, would you expel him from the union? A. Most likely he would be punished.

Q. And if he did not pay the fine what, under your by-laws, became of him? A. The fine would have been doubled after four weeks.

Q. If he did not pay the fine as doubled, what do you do with him then? A. The meeting would resolve to expel him eventually.

Q. A man who before the sixteenth of April was expelled from your union, do you know of any place in the United States where he could get work? A. Oh, certainly.

Q. In what brewery could he have gotten work, after being expelled from your union? A. For instance, at Piel Brothers, at East New York.

Q. Is that the only brewery in the United States where he could have gotten work, after being expelled from your union? A. It was the only one that I have just been thinking of, of New York and vicinity, but there are many more breweries in America whose workmen are not union men.

Q. Name any breweries that you know of in which a man who was expelled from your union could get work A. I did mention one, Piel Brothers.

Q. How many men do they employ? A. I don't know.

Q. Three, don't they? A. I don't know.

Q. Have you ever been there? A. No.

Q. How do you know that they employ anybody at all? A. Because one of our men that was suspended went there to get work.

Q. Now can you name any other brewery in the United States in which, prior to the sixteenth of April, a man who had been expelled from your union might get employment?

Chairman PURCELL.— It is not worth while to spend any more time on that.

Recess until 3 o'clock P. M. At which time

ERNEST BOHM, a witness called on behalf of the employers, having duly affirmed, testified as follows:

By Mr. UNTERMYER:

Q. What is your name? A. Ernest Bohm.

Q. What is your occupation? A. Clerk.

Q. Clerk for whom? A. H. Bernheimer, Son & Co.

Q. What is their business? A. Dry goods importers.

Q. Where do you live? A. 234 East Thirty-fourth street.

Q. Are you a member of the Central Labor Union? A. I am a delegate to the Central Labor Union.

Q. From what organization? A. Excelsior Labor Club.

Q. What character of organization is that? A. A debating society.

Q. Is it a labor union? A. Well, it is composed of laboring people.

Q. Are you the corresponding secretary of the Central Labor Union? A. I am.

Q. And have been since when? A. I think a year and a half.

Q. Please look at the papers I now show you, and state whether they are in your handwriting. A. They are.

Q. Were they issued by you in your representative capacity? A. They were issued by me, under orders of the Central Labor Union.

Q. Were those orders embraced in any resolution? A. There was no resolution; it was a motion.

Q. Was it a motion that was carried? A. I presume it was.

Q. At whose request was the motion made; who made the motion? A. The motion was made in the central body by a delegate.

Q. By a delegate from what organization? A. I can't tell that; as there are so many motions made by delegates, I can't tell that.

Q. You were subpœnaed to produce the minute book of the Central Labor Union; were you not? A. Yes, sir.

Q. And that subpœna was served on you several days ago, wasn't it? A. Yes, sir.

Q. Where is the minute book of the Central Labor Union? A. I don't have charge of the books.

Q. Who has charge of the minute book of the Central Labor Union? A. I suppose another secretary.

Q. What is the name of the secretary? A. I decline to answer the question.

Q. Why do you decline to answer the question? A. I decline to answer the question for the following reasons: That we have found, for the past few years, that when a poor man or laboring man has done any actions it is bound to criminate him every time.

Q. No matter about other laboring men; why do you decline to say who has charge of the minute book of the Central Labor Union in this instance; would it tend to criminate you? A. Well, I believe it will.

Q. You believe that it will tend to criminate you if you name some other person who has charge of that book; do you believe that an answer to that question would tend to criminate you? A. No; it would not tend to criminate me.

Q. Then, you will please answer the name of the party who has charge of that minute book. A. Secretary Wood.

Q. What is his first name? A. Isaac.

Q. Where does he live? A. He lives over in Brooklyn; I don't know the address, though.

Q. What is his occupation? A. That I don't know.

Q. To what union does he belong? A. I guess he belongs to a feeders' union, or something of that sort.

Q. Is he a delegate to the Central Labor Union? A. Yes.

Q. From what union? A. From a feeders' union or something of that sort.

Q. You don't know where he lives? A. I know he lives in Brooklyn; I don't know the street, though.

Q. You never did know where he lived? A. I did know, but I don't know the address.

Q. Did you ever visit him? A. No, sir.

Q. Did you not tell me a few minutes ago that ——? A. That was a private conversation.

Q. Didn't you tell me that ——? A. I said that I did not keep the minute book.

Q. Didn't you say that there was no minute book kept; that the minutes were kept on slips of paper and were destroyed as soon as the newspapers got them?

Mr. GRADY objected to the question on the ground that the counsel can not cross-examine his own witness.

Q. You told me those things, didn't you? A. As far as I was personally concerned.

Q. You told me that no minute book of the Central Labor Union was kept? A. By me.

Q. Did you tell me that none was kept by you or that none was kept at all? A. No, sir.

Q. You did not? A. No, sir.

Q. Did you tear up the slips of paper on which the minutes were written? A. No, sir.

Q. Who wrote the slips of paper? A. Some delegate.

Q. What did you do with them from time to time? A. Tore them up.

Q. What did you do with them before tearing them up? A. Gave them to the press.

Q. So that the resolutions, as they appear in the press from time to time, are resolutions passed by your body? A. Not all the time; they add a great deal on to them sometimes.

Q. They do not make truthful reports of the resolutions as you hand them to them?

Mr. GRADY objected to the question.

Q. What newspaper has made a report of a resolution passed by your body in the month of April, 1888, which was not a truthful and verbatim report from the resolution that you gave them? A. I could not answer that question, because I don't remember.

Q. Do you know of any newspaper publishing a resolution as passed

by your union which was not correctly published, during the month of April, 1888? A. I don't remember.

Q. Were you present at the meeting of the Central Labor Union, April 8, 1888? A. Yes, sir.

Q. You were present? A. Yes, sir.

Q. Do you know the delegates from the brewers' union who were present? A. Yes; I know them.

Q. Who are they? A. I guess Mr. Pommer is one.

Q. And Keller is the other, isn't he; who is the other delegate from that union? A. I would not hesitate to tell you, but I forget.

Q. Did Mr. Pommer on that occasion, on the eighth of April, offer a resolution with respect to the labor trouble then pending between Brewers' Union No. 1 or the National Brewers' Union and the brewers? A. Not to my knowledge.

Q. Do you know whether he did or not? A. That I don't know.

Q. Who did? A. Some delegate.

Q. What writing or document is there in your possession that will give that information? A. Not any.

Q. Does not your minute book show who offered any resolution? A. No, sir.

Q. It is kept with a strict regard for legal accountability? A. No, sir.

Q. Why is it not stated? Is Mr. Wood in town? A. I could not say.

Q. When did you see him the last time? A. Last Sunday.

Q. Is he the corresponding secretary? A. No, sir.

Q. What secretary do you call him? A. The recording secretary.

Q. Do you know where that book is kept? A. No; I do not.

Q. Is it kept at the headquarters of the Central Labor Union? A. He has got full charge of it.

Q. Is it kept at the headquarters of the Central Labor Union? A. I don't know.

Q. Where are the headquarters of the Central Labor Union? A. No. 145 East Eighth street.

Q. And are the books connected with the transactions of the Central Labor Union kept at the headquarters? A. I can only answer for my own books.

Q. Are yours kept there? A. No, sir; mine are kept at the house.

Q. And you know nothing about the financial affairs or the other books of the union? A. No, sir.

Q. Do they keep a safe there? A. No, sir; it is not safe to keep one.

Q. Is your memory a complete blank of the transactions of the

Central Labor Union on the eighth of April, in connection with the brewers' trouble? A, Well, I don't think so.

Q. You have on your mind, then, certain impressions of what occurred there that day? A. Possibly, yes.

Q. Do you remember a resolution that was passed there on that day. in connection with the brewers' trouble? A. No; I don't remember,

Q. You don't know whether there were resolutions passed there or not, on that day? Do you remember the passage of any resolution in connection with the brewers' trouble by the Central Labor Union on the eighth of April? A. No; I don't remember it now.

Q. Was there one passed or not, on that day. A. I don't know.

Q. Was there one passed on the fifteenth of April? A. I remember passing one resolution, but I forget the date.

Q. You remember what the workmen called the lock-out, don't you? A. I remember that the men had been locked out by the bosses.

Q. You remember that that is what the workmen say about it; were you there when the lock-out occurred? A. No, sir.

Q. This resolution that you remember, how long before this lock-out was that passed? A. I don't think that this resolution that I remember had anything to do with the lock-out.

Q. How long before the lock-out was that passed? A. I guess that was during the lock-out.

Q. What was that resolution?

Mr. GRADY objected to the question on the ground that, as this occurred after the lock-out, it is incompetent and immaterial. Objection overruled.

A. That resolution was a resolution pertaining to the immorality of certain factory proprietors.

Q. I am speaking of the resolutions passed in connection with the brewery troubles; is your mind a complete blank of the passage of any resolutions by the Central Labor Union on that subject? A. Well, they passed resolutions, but I forget what they contained.

Q. Have you any recollection of the substance of those resolutions?

Mr. GRADY stated that he would produce, from the minute book of the organization, any resolutions that were passed by the Central Labor Union.

ERNST KURZENKNABE, being recalled, testified as follows:

By Mr. UNTERMYER:

Q. Mr. Kurzenknabe, during the two hours of the recess have you found that minute book containing the minutes of the meetings of April fifteenth, sixteenth, seventeenth and eighteenth? A. Yes.

Q. Mr. Kurzenknabe, did you call about the eighth of April, in company with about eight people, on Mr. Liebman, a brewer, of Liebman & Sons? A. At his brewery; yes.

Q. Did you have a talk with Mr. Joseph Liebman? A. Yes.

Q. Did you ask Mr. Joseph Liebman, in the presence of those eight men, whether he was going to sign a contract with your union? A. Yes.

Q. Did he tell you no? A. Yes.

Q. Did you then tell him that as long as he did not want to sign a contract it meant war? A. I said "That means war;" yes.

Q. To what kind of war did you refer as threatening Mr. Liebman, if he did not sign the contract? A. The brewers' war.

Q. Did you intend that as a threat? A. God forbid.

Q. Turn to the book that you brought with you and read the first entry that appears on that book, under date of April sixteenth.

Mr. Grady objected to the question on the ground that the examination as to the other book should be finished first.

Chairman Purcell directed Mr. Untermyer to finish the examination as to the other book before examining the witness as to the entries in this book.

Q. Have you brought with you the book containing the minutes of the fifteenth, sixteenth, seventeenth and eighteenth of April? A. I have not.

Q. Have you brought with you the blotter-book which contains those entries? A. Yes.

Please turn to the first entry contained in that book of the minutes of the meeting of the fifteenth of April.

Chairman Purcell repeated the instruction to the counsel as to the order of proof which the Board wished him to follow.

Q. Mr. Kurzenknabe, turn to the other book; what was the last page? A. 192.

Q. Turn to page 192 and read all the items relating to the New York or the Milwaukee troubles. A. This matter of Schwartzwelder is here that I have read already this morning.

Q. Is there anything more on that page relating to this trouble other than what you have read? A. There is something in there that the contract has been accepted by them.

Q. Read it? A. "The new contract to be submitted was then read, paragraph by paragraph, adopted and fully approved of with the sole exception that we asked for the wash-house people sixteen dollars per week. The president, walking delegate and secretary shall, in connection with the national executive committee, conduct the further proceedings with the association."

Q. Is the contract there referred to on that page the proposed contract between your union and the brewer employers? A. No.

Q. Look at the paper I now show you and see if that is the contract that is there referred to (showing the witness the contract for 1888 and 1889)? A. No; that is not.

Q. Who had that contract, which I now show you, printed? A. We ordered them to be printed.

Q. Who prepared the contract? A. The committee for the purpose of making a contract.

Q. Who composed that committee? A. From the delegates of the various local unions.

Q. Was the contract prepared by the national union? A. No.

Q. Was it prepared by the local union? A. Yes.

Q. Who composed the committee on the preparation of the contract for the year 1888 and 1889, what men? A. That was I, Engelman, Edward Mussler, and a few more, the names I can not make out.

Q. Now is there anything else on page 192? A. "After the present situation had been illustrated by colleague Herbrand, the colleagues Jacob Huber, Lawrence and Kurzenknabe to the same effect. For the striking maltsters in Buffalo $100 has been appropriated. The members in the employ of Schwartzwelder, who have left the employ of Schwartzwelder, shall get a weekly assistance of eight dollars."

Q. Your union voted eight dollars apiece to the employés of Schwartzwelder who had been discharged? A. For the members of our local union, yes.

Q. And was it on account of the discharge of those members of your local union that notices were sent to brewers about Schwartzwelder's kegs?

Mr. GRADY objected to the question on the ground that the notices themselves show why they were sent.

Commissioner ROBERTSON.—I think you have gone quite far enough.

Q. How long did your union continue to support the men who were out of work at Schwartzwelder's? A. I paid them off only last week.

Q. And when did your union commence supporting those men? A. March twenty-sixth.

Q. Did your union make any efforts to compel Schwartzwelder to take those men back and to discharge non-union men? A. No.

Q. Did your union refer the entire matter to the Central Labor Union? A. No.

Q. Did your union do anything in connection with the strike, after your men left Schwartzwelder's, or direct anything to be done? A.

In the cases where these coopers left Schwartzwelder's our men should not work either.

Q. Is that all your union did or directed to be done? A. Yes and then they paid off the men.

Q. Is there anything else on page 192 in connection with these troubles in Milwaukee or New York? A. That is all.

Q. Now 193; is there anything on page 193 in reference to the Milwaukee trouble or boycott or the New York trouble or boycott? A. "Tax for Milwaukee, receipts $116.46."

Q. What date is that? A. March twenty-fifth.

Q. Is there anything else on that page in connection with the trouble? A. No.

Q. One hundred and ninety-four; is there anything on that page referring to the Milwaukee boycott or trouble, or the New York boycott or trouble? A. Yes.

Q. Read the first thing that appears in connection with this, and give us the date. A. "Special meeting on April 1, 1888. In view of the distribution of the manifesto distributed by the bosses, with contents that that they will not recognize the union any more, the special meeting, called for that purpose, was called to order by President Denniger. The order of business was suspended on account of the burning question of the day, and the election of officers was postponed until after the trouble. A motion was adopted that all reporters shall be admitted. Herbrand stated the situation and requested, under stormy applause, the members to stand solid in the hour of danger; the executive committee and the officers were granted full power to conduct the further proceedings in this matter, or for the necessary steps to be taken; the contract already read was again unanimously indorsed; Louis Keller requested the members, in case on the part of the bosses a lock-out shall take place, to be quiet and to report the matter at the office of the union; it was reported that Daniel Brummis, of Unionville, will sign the contract; the same from Schmidt & Schwannefluegel; the trustees were authorized, if necessary, to draw the money from the banks; besides, it was resolved that the shop delegates shall all manage to deliver all moneys, at the latest on Wednesday evening, at the office."

Q. Is that all in reference to these troubles, on that page? A. That is all in connection with this trouble.

Q. Anything else there in reference to this New York trouble or boycott or the Milwaukee trouble or boycott? A. No.

Q. One hundred and ninety-five; is there anything on that page, as

to the Milwaukee or New York trouble or boycott? A. "Tax for Milwaukee, $252.90."

Q. What date is that? A. April first. "Expenses, $240, for Milwaukee."

Q. Is that all there is on that page? A. Yes.

Q. One hundred and ninety-six? A. "Special meeting on April 8, 1888."

Q. Please read all the proceedings of that meeting; are there any proceedings of that meeting, except in connection with this labor trouble? A. Yes.

Q. Is there anything in the minutes of that meeting which does not relate to the New York boycott or trouble or to the Milwaukee boycott or trouble? A. Yes.

Q. Start at the beginning and read all that relates to those troubles or those boycotts. A. "A letter of sympathy from the News Dealers' Union was gratefully accepted, and shall be answered in this sense by the secretary; Louis Herbrand reported about the present situation and expresses his apprehension that the bosses will coerce the members to sign the paper by which they will cut themselves loose from the union, and in case our members refuse to do it, a general lock-out will threaten; upon the question to the assembled members if they would sign anything of that kind, it was answered in the negative, but after some other spokesmen called attention to the danger of a lock-out, the following resolution was adopted, after a lengthy discussion: 'Whereas, Brewers' Union No. 1, of New York, has done everything to receive, in a peaceable way, a recognition of the Brewers' Union No. 1 from the brewer bosses, and that all has been fruitless: and, whereas, the Central Labor Union, as well as the organized workingmen, do make this matter their own and will proceed against the obstinate brewers; and, whereas, other brewer bosses may make us accountable for it and will put a lock-out in force to induce their workingmen to cut themselves loose from the union, be it resolved, to grant our members, if this shall take place, to sign any paper that may eventually be submitted to them; that if this shall take place, we consider it is a coercive and compulsory measure; and that our members only fear the coercion and need by which they would not lose the membership of the union, if they would follow that up, as long as they abide by the duties of the membership.'"

Q. Is that the end of the resolution? A. Yes.

Q. Now the next page; what is there at the head of that page, 197? A. "A committee of the Carpenters' Union, of Brooklyn, expressed their sympathy with the cause, and their support; whereupon the

meeting, by a rising vote, expressed their thanks. Receipts from tax for Milwaukee, $130.30."

Q. Is that all on page 197? A. Yes.

Q. One hundred and ninety-eight; what meeting is that? A. Special meeting on April fifteenth.

Q. Is there anything in the minutes of that meeting that does not pertain to the Milwaukee or the New York trouble or boycott? A. Yes.

Q. Is there anything on page 198 that does not pertain to that? A. The form of opening the minutes and the adoption of the minutes.

Q. After the adoption of the minutes, go on and read what is on that page. A. "On motion, the order of business was suspended. After reading the reports of the national executive committee in reference to this, Louis Herbrand, the national secretary, explained, in a lengthy speech, the situation, and explained the unheard-of rascality of the brewers, with which the brewer bosses impose upon us the struggle. Secretary Kurzenknabe read the resolutions that were prepared by the executive on Saturday evening, in reference to the steps to be taken immediately, and after a lengthy discussion it was resolved, in consequence of the resolution passed by the Central Labor Union by which the Brewers' Union No. 1 was instructed, the resolution on Sunday, April eighth, by which the members were allowed to fear the coercion, to sign any one of the papers that may be submitted by the brewer bosses, to reconsider; and in consequence of the resolution of the national executive, by which no man can remain in their employ if any member is disciplined ——"

Mr. Grady.— I ask this of the interpreter, as a matter of fairness; it is suggested by a man on the other side that the translation of the word is "discipline;" it is claimed by gentlemen on our side, who are quite familiar with the German, that the translation is "victimized;" whichever the interpreter says is the better interpretation we will take.

Mr. Katzenmayer.— It is not exactly "disciplined," but it means the consequences that may follow the action taken.

"Be it resolved that the above resolution be withdrawn. Be it further resolved that, if the lock-out shall take place, no man, under penalty of expulsion, can return to work before the contract is signed by the respective firms and all, man for man, are allowed to go to work again. On Monday, April sixteenth, the men shall go to the work allotted to them by the foremen, but not work any more than ten hours. Where there is no lock-out, all of them shall remain in their employ in the work. Should there be but one man disciplined, all shall at once lay down the work and leave the brewery. The expense of the mass-

meeting called by the Central Labor Union shall be mutually defrayed by the unions represented in the local union. The president of the American Federation of Trades, Mr. Samuel Gompers, delivered a very fiery speech about the trouble, in which he encouraged the members in the struggle, and encouraged them in trusting to their just cause, to stand firm. Especially he wanted, as previously National Secretary Herbrand, not to go to any excesses on the part of the members. That the police force which was raised by the bosses is prepared to beat, in the usual way, anybody endeavoring to create disorder. At the same time the men were requested to remain sober, and under no consideration drink a drop of pool beer. After he concluded, under stormy applause, he was discharged by three hearty cheers given to the united workmen. It was further resolved to insert a large advertisement in the New York *Volks-Zeitung* on Monday, by which the members are requested to observe the extreme quietness. A letter of sympathy by the Carpenters' and Joiners' Union, of Brooklyn, was received and acknowledged." That is all there is about it.

"The headquarters shall be — for New York, Clarendon Hall, and for Brooklyn, Labor Lyceum, during the trouble."

Q. Where is the resolution referred to in the minutes of April fifteenth, as having been prepared on Saturday evening by the committee? A. Those are the resolutions — that no man shall go back.

Q. Are those the resolutions that had been prepared Saturday night, referred to in the minutes? A. Yes, sir; they have been here enumerated, with the exception of some that had not been accepted.

Q. Now, take up the minute book of the meetings of April fifteenth, sixteenth, seventeenth and eighteenth; turn to the minutes of anything that was done on April fifteenth or sixteenth in reference to this trouble? A. "Extra meeting on April sixteenth, in the afternoon."

Q. Is there anything in the book previous to that? A. These are the proceedings that have been read before.

Q. Now start at the top of the page there, which you will identify in some way by marking it? (The witness then read from the page of the book which he marked with a cross in ink.) A. Only that that refers to our struggle?

Q. Everything in connection with the New York and Milwaukee trouble that appears on that page?

Mr. GRADY objected to the question on the ground that nothing is material or competent except what was adopted.

Commissioner ROBERTSON.— I think we do not want anything that occurred at those meetings except what was adopted; let us know what was done by the organization that you are complaining of.

Mr. Untermyer.—We do not complain of anything; the Board, then, excludes us from proving anything that occurred at any of the meetings on the sixteenth, seventeenth or eighteenth, except what resulted in the adoption of a resolution.

Commissioner Robertson.—We will take only those propositions that were passed by the union.

Mr. Untermyer.—We ask the privilege of proving all the motions, in respect to this particular trouble, that were put to the meeting, whether they were adopted or not.

The Board denied this request.

Q. Look at the page which you have marked with a cross and read from it anything there relating to the Milwaukee trouble? A. "Meeting of April sixteenth. Herbrand." (I must say that the framing of the minutes has not been adopted.) "To honorably conduct the war and fight it out, as it has been imposed upon us. Warning against disorder. Not to trust in the promises of the brewery bosses. Resolution. Fitzgerald Brewing Company has signed. All of them swore anew to the union and to the flag—the banner. Reading of the report of the coppersmiths' union. Zimmerman, of the engineers' union, reads the resolution. Chairman Denninger said that in Brooklyn the majority have resolved to go out with the union. (That is referring to the engineers.) Such delegates shall report until to-morrow; to hand in, as much as possible, their reports. Charlie Pommer requested to stand fast, or stand solid. The minutes were read and adopted. Herzberg requested to be quiet during the meeting. Requested to be a unit and to remain solid; we are not fighting for ourselves, we are fighting for the improvement of our children and those following them. The proposition that all branches shall hold shop meetings. William Schubert has refused the assistant fireman's position at Beadleston & Woerz's brewery." That is all.

Q. Is that all that is contained in your minute book of the meeting of April sixteenth? A. A matter in reference to support. "Ten dollars fine for frequenting a pool beer saloon."

Q. Who imposed the fine of ten dollars on any member who should go in a saloon where pool beer was sold? A. The members among themselves.

Q. Was it passed unanimously? A. Stormy; yes.

Q. Did you include James Everard's place in that resolution?

Mr. Grady objected to the question on the ground that the resolution speaks for itself.

Q. Do you know what brewers are intended under the term "pool beer?"

Mr. GRADY objected to the question. Objection overruled.

Q. What brewers did you include under the term of "pool beer?" A. All of them that have not signed the contract.

Q. Did you mean by that that every man who did not sign your contract was in a pool against signing your contract? A. The pool that we mean; yes.

Q. To what pool do you refer in that resolution?

Mr. GRADY objected to the question.

Commissioner ROBERTSON.—You have enough on that point.

Q. Is there anything else on that page? A. "Adjourned;" it stands here.

Q. Now the next page. A. "April 17, 1887;" it is a mistake; it says here "1887;" "Gustave Baldauf, of the Lion Brewery, returned to the works, but was sent by Schwartz home again. Huber's motion that the shop delegates shall hand in their reports at once. Conrad Stein question; Pommer in favor that we believe his word; Rock against it; Engelman moved that a committee be sent at once to report; Pommer, Kurzenknabe and Schielein appointed." That is the last word that I have written; after that somebody else did the writing.

Q. Who did the rest of that writing? A. To judge by the writing, it was Engelman's.

Q. Charles Engelman? A. Yes, sir.

Q. Were you present at the meeting? A. I was elected as committee, and I proceeded at once; left the room.

Q. Did you not hear these minutes written by Engelman read and approved of at the next meeting? A. They were not written up; that is, of April seventeenth and April eighteenth.

Q. Whether they were written up or not, were they read at the next meeting? A. Not as much as I know.

Q. Did you take the minutes of April eighteenth? A. No.

Mr. UNTERMYER offered in evidence the minutes of April seventeenth from the book, as the act and deed of an official of the organization.

Mr. GRADY objected to them being received as evidence.

Mr. GRADY.—We will produce whoever wrote the minutes in the book and let him be examined as to what occurred at those meetings in reference to this matter.

Q. Who took the minutes of the eighteenth of April? A. Engelman.

Q. Did you take any notes of any of the meetings after the seventeenth of April? A. No; on the eighteenth an assistant secretary was elected.

Q. Now turn to the first book of minutes; are all the entries in that book in some one else's handwriting after the 15th of April? A. Yes.

Q. Did Engelman make all those? A. No; not one.

Q. Who made them? A. John Buchner.

Q. Can a man be a member of the National Workingmen's Union who is not a member of a local union? A. No; of any local union.

Q. Are these the constitution and by-laws of the national union (showing the witness a book)? A. Yes.

Q. Can any man be a member of the national union who is not a citizen of the United States? A. If he is no citizen, yes; but no one who has not taken out his first papers.

Q. You know that that requires a residence of three years in this country, do you not?

Mr. Grady objected to the question on the ground that the witness should not be asked to testify to the law.

Q. Is that section six of the by-laws of the national union (showing the witness a book)? A. Yes.

Mr. Untermyer offered the constitution and by-laws in evidence; they were received in evidence and a copy was marked "Employers' Exhibit Q 1."

By Chairman Purcell:

Q. Is that an incorporated body? A. The national organization is not incorporated, but the local union is incorporated.

By Mr. Untermyer:

Q. Mr. Kurzenknabe, when a man applies for membership to your local union, does he have to show his citizenship papers? A. At least his first paper.

Q. And this you say he can get as soon as he lands? A. Yes.

Mr. Untermyer.—I call attention to section 9 of article 4 of the by-laws.

Mr. Untermyer offered in evidence the constitution and by-laws of the United States Brewers' Association. They were received in evidence and a copy was marked "Employers' Exhibit R 1."

By Mr. Grady:

Q. I find in the proposed agreement for 1888 and 1889 a provision that only members of the National Union of United Brewery Workmen of the United States will be employed in breweries; was that provision suggested to you by any one connected with the boss brewers? A. Mr. Seifert made such propositions sometimes in the course of conversation.

Q. Give us that conversation with Mr. Seifert, as nearly as you can. A. Mr. Seifert said to Mr. Pommer and Kurzenknabe and Herbrand,

at different times, would it not be better if all the people working in a brewery, drivers, brewers, etc., would belong to one national union, and that would make a uniform contract throughout the country; then they would not have anything to do with the Central Labor Union, and the German Federation, and District 49 of the Knights of Labor, to do with them any more; this proposition was made a year ago already, and was often repeated during that time.

Q. Do you know whether the brewers' union of St. Louis is connected with the Knights of Labor? A. Yes; they are Gambrinus, number so and so; I don't know exactly the number.

Q. And under the contract that existed between the brewers and their workmen, would a member of the St. Louis brewers' union, coming to New York, be entitled to employment in one of the breweries? A. Yes; if he brings his transfer card, his traveling card.

Q. That he was a Knight of Labor would be no objection on the part of any member of your union to his being employed? A. No.

Q. Did the brewers' union at any time request the Central Labor Union to offer arbitration to the employing brewers upon this difficulty?

Mr. UNTERMYER objected to the question as immaterial.

Chairman PURCELL.—Why not let that go in, just as very many things in relation to the Central Labor Union have gone in on your cross-examination? The objection is overruled.

A. We had, prior to the lock-out or afterwards, requested the Central Labor Union to call upon the brewers and see whether or not the contract would be signed; that was before the lock-out.

Q. The new contract? A. The new contract.

Q. Do you mean the individual brewers or the brewers' association? A. They went first to the association; afterwards to the individual brewers.

Q. Do you know if, on the 12th of July, 1887, the maltsters' union of New York were members of the National Union of the United Brewery Workmen of the United States? A. They were not members at that time.

Q. There has been some evidence before the Board as to what is known as scab malt; did your union take any action in regard to the handling of what is called scab malt? A. Not that I know of.

Q. In the agreement that existed between the brewers and their workmen there was a provision that neglect of his work, refusal to do work assigned to him, neglect of duty, drunkenness, dishonesty, disrespect to his employer or foreman, or unforeseen occurrences making a reduction of force absolutely necessary, were agreed upon as

grounds justifying the dismissal; do you know that? A. I know that it was contained therein.

Q. Were the foremen or assistant foremen of the breweries members of your union? A. Of the foremen, no one; of the assistant foremen, some of them.

Q. Then when an arbitration was offered Mrs. Meltzer, of four foremen and three members of your union, four not of your union and three members of the union were to be the board of arbitration for that difficulty? A. Yes; four from the other side and three on the side of the union.

By Mr. Untermyer:

Q. Did the foremen have a union of their own? A. I have heard of it.

Q. You say that Mr. Seifert suggested the first clause in this agreement to you? A. He gave the first idea of it.

Q. That was when? A. At different times.

Q. Then you can tell us one time. Fix one time when he told that to you. A. I don't know; I was so often at the association that I can not recollect when it took place.

Q. Was it in the year 1888 when he first suggested it to you? A. No.

Q. What year was it that he first suggested it? A. I believe it was 1886.

Q. Who were present when he first suggested it? A. Either Herbrand and myself or Pommer and myself or Herbrand, I don't know.

Q. Can you tell anybody who was present on any occasion when he suggested it? A. Yes, sir.

Q. Pick out one occasion when you can tell who was present when he suggested it. A. Yes, sir.

Q. Who was it? A. Charlie Pommer.

Q. In what year was the conversation when Charlie Pommer was present when he suggested it? A. It was often; it was 1888 too.

Q. Pick out some one occasion that you remember when Charlie Pommer was present, and state when that was. A. That I cannot recollect.

Q. In what year was it, any one of those interviews that you can now remember? A. 1887.

Q. What part of the year 1887? A. Well, the whole year through.

Q. Every day in the year? A. No, sir.

Q. If there were so many of those occasions, you can certainly fix one of them when Pommer was present and tell me when that was. A. I said that I don't know that; how can I remember the dates?

Q. Did you have any conversation with Mr. Seifert, in the presence of Pommer, in the spring of 1887? A. It is possible.

Q. Do you remember it? A. No.

Q. Do you remember any such conversation in the summer of 1887? A. There may be some of them, but I can not recollect.

Q. Do you remember any during that summer? A. I said before that I can not remember of any one.

Q. Do you remember of any one such conversation, in the presence of Pommer, with Mr. Seifert in the year 1887? A. I said it five times that I can not recollect any date; why should I say it the sixth time?

Q. I did not ask you to fix the date; I asked you to fix the year; and now I want to know if you recollect any occasion in the year 1887 when, in the presence of Pommer, you had a conversation with Mr. Seifert on that subject? A. At different times.

Q. Now pick out one of those and tell me what you said and what Seifert said and what Pommer said? A. Now I hear the question for the eighth time.

Q. And you have not yet told me, for the first time, what was said at any such conversation? A. I said that I can't remember.

Q. Can't you remember anything that Mr. Seifert said about there being but one union? A. I have narrated that before.

Q. Tell us just what he said about one union? A. I have said it.

Q. I want to know what was said? A. I have already told you.

Q. Now, I want you to tell me precisely what Mr. Seifert said? A. I have said that.

Chairman PURCELL.—Repeat it.

Q. Now go on and tell what Mr. Seifert said? A. "Now, Mr. Kurzenknabe, Mr. Pommer and Mr. Herbrand"—I can't tell who was present at the conversation.

Q. You mean you can't tell whether it was Pommer or Herbrand? A. Yes.

Q. Well? A. "Would it not be better if all the drivers and brewery men were united and all formed one union, and that we make a uniform contract over the whole country; that you would not have anything more to do with the Central Labor Union or with the German Federation or with the order of Knights of Labor;" that was about the general sense of it.

Q. What did you say? A. I told him we would form one union,

but that we would withdraw from the Central Labor Union or the German Federation, we would not entertain that.

Q. Of what organization was Mr. Seifert secretary? A. Of the brewers' association here in New York.

Q. You knew that Mr. Thomann was secretary of the United States association? A. I know that Thomann is gathering statistics; that is all I know about him.

Q. You said that the Gambrinus Society, of St. Louis, belong to the Knights of Labor? A. Yes, sir.

Q. They belong also to your national organization? A. Yes, sir.

Q. If they belonged to the Knights of Labor and did not belong to your national organization, could they get work under your contract? A. Why not?

Q. Under the contract that you have proposed, they could work in breweries with your men though they did not belong to your national union, could they? A. Certainly.

Q. Under the new contract? A. We have no new contract.

Q. Under the contract you have made with Bechtel, could they if they did not belong to the national union? A. Then they would not belong to the union.

Q. But we take them from other unions. A. But they come from other unions and do not belong to the national organization.

Charles G. Bloetf, a witness called on behalf of the employés, having duly affirmed, testified as follows:

By Mr. Grady:

Q. What is your trade or occupation? A. I am a cigarmaker.

Q. Are you in any wise connected with the Central Labor Union? A. I am a delegate of my organization to the Central Labor Union.

Q. What is your organization? A. It is the Alert Association, consisting of people belonging to the tobacco trade.

Q. You are a member of the arbitration committee of the Central Labor Union, are you not? A. Yes, sir.

Q. As such member of that committee, were you requested, at any time, to confer with the boss brewers relative to their difficulty with the workmen? A. I was instructed by the Central Labor Union.

Q. When was that? A. About the first of April.

Q. Pursuant to that instruction, what did you do? A. I went with the other members of the committee to several brewery firms in the city of New York.

Q. With what members of that committee did you go? A. With a gentleman named Zimmerman, of the maltsters' union, Mr. Wiener,

Mr. R. P. Davis and one or two other gentlemen that I can't think of now.

Q. What brewers did you visit? A. I visited Mr. Conrad Stein, Schmidt & Schwannenfluegel, Smith & Shafer, of Brooklyn, Joseph Doelger, the firm of Beadleston & Woerz, Kuntz, Elias Brewing Company, and a few more that I can not tell just now.

Q. What did you say to those gentlemen when you called upon them in the first instance? A. We inquired whether they were going to arbitrate on the troubles between the employés and the employers.

Q. Was anything said to them about the provisions of the new agreement? A. Well, we handed to several of them a copy of the agreement, considering that as a basis of an agreement to be made with the firms.

Q. Did you ask them if they had any suggestions to make in respect to it? A. Yes.

Q. What answer did you get from these gentlemen on that first occasion? A. The most of them told us that they could not decide the question yet; they would await another meeting of the bosses' association, and we should call on them in a few days.

Q. The first time you called on them they did not refuse any agreement? A. No; they did not.

Q. They requested that you would wait for an answer until after another meeting of the boss brewers' association? A. Some of them said they were very sorry; that they would like to sign an agreement with us.

Q. Who said that they were sorry? A. Mr. Conrad Stein, Peter Buckel, Schmitt, of Schmitt & Schwannenflueguel, Christian Hetzel, and a few more.

Q. Obedient to their suggestion, did you return after a few days and see them concerning this matter? A. Yes, we did.

Q. State what occurred on that occasion? A. The most of them referred us to a circular the bosses issued, and said that was the standpoint they took and they were not willing to make any agreement any more.

Q. That is the circular which has been called the manifesto? A. That is it.

Q. Did Mr. Stein say anything in regard to it? A. Mr. Stein was very sorry for it, and said that most of this association were young Americans and don't know how their workmen feel, and forget that their workingmen were the principal consumers; and he said, "If I was able to speak sufficient English I would explain to them and would try to induce them to sign an agreement."

Q. When you say "I" you mean Mr. Stein? A. Yes.

Q. Did Mr. Stein sign that agreement? A. No; his son did; he explained to us that he could not repudiate what his son did, and therefore he could not sign our agreement, but he was very well satisfied with our agreement for the last two years.

Mr. Grady.—The concession is intended to go to this extent, and if anything more appears on the record it is due to a misconception of what Mr. Gompers' admission was: that of the brewers named on that card, such as have signed contracts have signed contracts similar to the proposed contracts in evidence.

Q. You say that you saw Mr. Schmitt, of Schmitt & Schwannenfluegel, on this second visit; what did he say in relation to this matter? A. Well, he signed on the second occasion.

Q. What did he say? A. His partner, Mr. Schwannenfluegel, was present, but he wished for more time to consider the matter.

Q. What did he say about the manifesto being signed in their name? A. He denied that he had signed anything, but he admitted that Mr. Schwannenfluegel had signed, without his knowledge and against his consent.

Q. Did he say anything about being satisfied with the relations between himself and his employés? A. Yes; he said he was perfectly satisfied; he said that during the time the contract existed he had better work, and he was perfectly satisfied in every respect for the last few years.

Q. Now, Mr. Hetzel — what did he say? A. He was very sorry that any trouble had arisen about this matter; excused himself that he had been sick when the lock-out took place; and, all at once, he said he found, through the papers, that he was boycotted; he also admitted that the contracts for the last two years were perfectly satisfactory; he said the contract had benefited him.

Q. In what way? A. He said it saved him about one thousand dollars in wages; he said before that a customer would want them to take a man to work, and they were obliged to take him or lose that customer; and they had more men than they really needed.

Q. Did you see Mr. Peter Buckel? A. Yes.

Q. What did he have to say about this matter? A. He was very well satisfied with his men and with the terms, but, at the same time, he said he had signed this contract and he could not get away; but he said if one-half of the large brewers would sign he would sign at once; but as it was, he could not get away.

Q. You said you saw Mr. Beadleston, of Beadleston & Woerz? A. Yes.

Q. What did he say? A. Mr. Beadleston said ——

Q. Which Beadleston? A. The one who has been here.

Q. Alfred Beadleston? A. Yes, sir; I don't know his name; he complained about the union, and he said he would stand by his brothers in Milwaukee.

Q. He gave that as one of the reasons why he would not sign the contract? A. Yes, sir.

Q. Can you recall any conversation that you had with any of those other brewers whose names I have not mentioned, in regard to signing a contract? A. As far as I remember, they were all pretty well satisfied with the workings of the contract with the union for the last two years; when we first saw them they all believed that a settlement might be effected yet.

By Mr. UNTERMYER:

Q. You did not meet any of the employers who desired a reduction of the wages that were paid the employés? A. I did not.

Q. You did not meet any of them who desired an increase in the hours of labor or to pay less wages? A. I did not.

Q. That did not have anything to do with it? A. I thought it did.

Q. You found them all well pleased with the prevailing rate of wages? A. They said so.

Q. Have you found them to be truthful, as a rule? A. I have found that employers are not willing to pay wages unless they are obliged to.

Q. Has Conrad Stein ever signed a contract with your union? A. No, sir.

Q. You have seen repeatedly interviews in the papers of Herbrand and Kurzenknabe, in which they say that he has signed, have you not? A. No, sir.

Q. Did you read the papers? A. Yes.

Q. You say you were delegated by the Central Labor Union to arbitrate this question? A. Yes, sir.

Q. Was that before or after the tenth of April? A. I think I was appointed on the sixth of March.

Q. You are a delegate from what organization? A. From the organization of tobacco-workers.

Q. And what were you delegated to arbitrate; what were you asked to try to arbitrate? A. Well, we inquired whether the gentlemen were willing to confer with the committee of the Central Labor Union or settle the difficulty.

Q. What difficulty was there? A. The whole city knows the difficulty.

Q. What was the difficulty; you wanted a contract and they would not grant it to you; wasn't that the whole difficulty? A. They wanted an agreement.

Q. And the employers were not willng to make it — a contract? A. Some of them were willing and some of them were not.

Q. You wanted to settle it by getting a contract? A. Yes, if possible.

Q. That was the only kind of a settlement you were willing to make, was it not? Were you willing to make any kind of a settlement, unless the employers would do what you wanted them to do? A. Certainly, we would make concessions.

Q. You would not accept a verbal agreement, would you? A. We accepted a verbal agreement from Mr. Stein.

Q. You did not offer to make a verbal agreement with the other brewers, did you? A. No; we did not to anybody except Mr. Stein.

Q. Did you take any security from Mr. Stein that he would keep his agreement? A. No, sir.

Q. The bosses told you that they were satisfied with the hours of labor, and would pay the same wages? A. Yes, sir.

Q. You were not satisfied with that? A. We had no guaranty that they would keep their agreement.

Q. Was there any guaranty that your men would not ask for an increase of wages? A. I never knew the union to break its agreement.

Q. Was there any more guaranty on one side than the other? A. Yes, there is.

Q. What more guaranty was there on your part than on that of the employers? A. The signature of the workmen represented about two thousand, and the employers only one.

Q. Were the 2,000 workingmen any more responsible than the one employer? A. Yes.

Q. They had more money? A. It is not a question of money.

Q. If the 2,000 workingmen did not keep their contract, could the employer recover and collect damages against them as readily as the employés could recover and collect damages from him if he broke the contract?

Mr. Grady objected to the question. Objection sustained.

Q. I want you to tell us any other reason why you believe that there was more guaranty that the men would keep their contract than that the employers would keep theirs. A. The association is chartered and can be sued; it is a corporation.

Q. Most of the employers are chartered also, are they not, are corporations and can be sued? A. Yes; I guess so.

Q. Is that your only reason? A. I told you another reason.

Q. You say when you went around to the employers you handed them copies of the contracts in German and English? A. Yes.

Q. Is that a copy of the English form of the contract that you submitted to the employers? A. We had both kinds.

Q. Is that one of them? A. Yes; I believe that is one.

Q. You handed one of these to each of them? A. Not to each of them; but to half of them.

Q. And did they answer that they had determined to make no contract with the union? A. With most of them that was the final answer.

Q. And when they made that final answer, that they would make no agreement with the union, what did the Central Labor Union do? A. When we reported, it was on the eighth of April, as far as I can remember, the Central Labor Union did not take any action on the matter.

Q. Was there not a resolution passed on that day in relation to the brewers' trouble? A. No, sir; it was proposed, but I don't think it was passed.

Q. Was it not passed on the eighth of April? A. No, sir.

Q. Was it on the eighth or on the fifteenth that the so-called boycott resolution was passed by the Central Labor Union? A. There was a resolution adopted to the following effect: it stated that the boss pool brewers had made the announcement, through the papers, that they would lock out their men unless the Brooklyn Central Labor Union and New Jersey Central Labor Union raised the boycott on certain firms; it goes on further and says: "We deny the right of the boss pool brewers to dictate whose beer we shall drink; and, we, therefore, resolve to drink no beer except that which is recommended to us by the beer brewers' union;" that was all there was about it.

Q. And the beer brewers' union recommended the beer made by those firms whose names are on that card? A. I don't know that, but we expected that they would recommend the right kind of beer.

Q. And you understood that the members of your union who were in the employ of those brewers not named on this card, boycotted the goods of their own employers? A. Yes; but they were locked out the next day.

Q. They boycotted the goods of their own employers that they were employed to make? A. Yes, sir; but it was on the expectation that they would be locked out.

Q. You have seen one of those boycotting circulars, naming Peter Doelger and fourteen other men; did you visit those fifteen men before

that circular was printed and distributed? A. I visited several ones of them.

Q. You did not visit them all, did you? A. No, sir.

Q. Was that circular, "Employers' Exhibit E," issued under the auspices of the Central Labor Union? A. I don't know that I ever saw it.

Q. Why did you pick out fifteen brewers from among about eighty brewers? A. Who picked them out.

Q. Who did pick them out? A. I don't know.

Q. Don't you know who selected those fifteen brewers? A. No, sir.

Q. Did the Central Labor Union do it? A. Not to my knowledge.

Q. Did the Brewers' Union No. 1 do it? A. I don't know; I never was in their meetings.

Q. You are entirely ignorant of the manner in which the boycott was managed? A. Yes.

William A. Miles, a witness called on behalf of the employés, being duly sworn, testified as follows:

By Mr. Grady:

Q. What is your business? A. I am a brewer.

Q. Engaged in business where? A. Nos. 57 and 59 Christie street, New York city.

Q. On your own account or as a member of a firm? A. Member of a firm.

Q. You are the president of the United States Brewers' Association? A. Yes, sir.

Q. And have occupied that position for how long? A. About three years.

Q. The United States Brewers' Association, as I understand it, is a national organization? A. Yes.

Q. And comprises a number of affiliated organizations? A. No, sir; it is composed of individual members, the constitution will explain it.

Q. And there are no organizations affiliated with it? A. No, sir.

Q. Are you a member of any local organization of brewers in this city and vicinity? A. I am.

Q. What is the name of that organization? A. Ale Brewers' Association of New York and New Jersey.

Q. Are you an officer of that organization? A. I am a trustee of it.

Q. Do you know if there is a similar local organization of the brewers of lager beer? A. There is a local organization.

Q. Comprising those engaged in the lager beer brewing business in the same two States? A. Yes; I believe it is New York and vicinity.

Q. Did your firm have an agreement with Brewers' Union No. 1, of New York, for the year 1887? A. No, sir.

Q. Did your firm ever have an agreement with their workmen? A. Our firm, through the association, have an agreement with the Ale and Porter Union No. 1.

Q. And were you requested to renew that agreement? A. That agreement has not expired yet.

Q. Was the relation of the brewers to their workingmen a matter of action at the last convention of the United States Brewers' Association? A. I don't think there was any action taken at that time; there was some action taken at some previous convention; I think the one before the last; it was at the convention in Niagara, I think in 1886; the last one was in Milwaukee, in 1887.

Q. Was that circular issued by you, as president of the United States Brewers' Association (showing the witness Employés' Ex. 3)? A. Yes, sir.

Q. Was the circular written by you? A. No, sir.

Q. Do you know by whom the circular was written? A. This circular was prepared by a committee.

Q. Will you kindly give us the names of the members of the committee, if you know?

Mr. UNTERMYER objected to the question as immaterial. Objection overruled.

A. I think the committee that finally prepared this document, consisted of Henry H. Ritter, of Boston; Mr. Henry Clausen, of New York, Mr. Scharmann, of Brooklyn — I think there was a committee of five; I was on that committee, but I can not recall who the fifth member was, if there were five; if the committee was only three, Mr. Ritter, Mr. Clausen and myself were the committee, but my impression is that it was a committee of five.

Q. And you were a member of that committee? A. Yes, sir.

Q. You were consulted in the preparation of the circular? A. Yes, sir; not in any convention of the United States Brewers' Association; they were appointed at a special meeting of the board of trustees of the United States Brewers' Association and of delegates of the various local associations throughout the country.

Q. Can you tell us what local associations throughout the country were represented at that conference? A. The associations of St. Louis, of Chicago, of Milwaukee, of Detroit, Buffalo, I think, Rochester, Cleveland, Cincinnati; the New York local associations were represented, Baltimore, the New England association, Pittsburg and Allegheny; I don't remember all of them, but they were all invited and most attended.

Q. The conference was participated in by nearly all the boss brewers' associations throughout the United States? A. Yes, sir.

Q. The conference was called by whom? A. By the trustees of the United States Brewers' Association.

Q. Do the officers of the United States Brewers' Association reside in New York city? A. New York city and vicinity.

Q. When was that conference? A. On the 14th day of December, 1887.

Q. And continued when? A. Continued over the fourteenth and fifteenth; and a second conference was held about two months later.

Q. That would be about the middle of February? A. About the middle of February.

Q. And where was that conference held? A. It was held in Arion Hall, belonging to members of the Arion Club.

Q. The conference was secret? A. It was only open to those who were invited.

Q. And no publicity, that you know of, was given to its proceedings? A. No, sir.

Q. Was there any agreement between those who participated in the conference that no publicity should be given to the action determined upon? A. Yes.

Q. What was the occasion that suggested to the board of trustees, the resident members of the board of trustees of the United States Brewers' Association, the idea of calling a conference? A. The occasion of calling this conference was the receipt of letters from the west, calling attention to the efforts of the brewers of New York city to boycott western malt, and also the attempted boycott to be put upon western beer; that, in connection with the letter sent to the boss brewers' association of New York, threatening that if they tried to use any of that malt in their establishments, the men would not be allowed to handle it.

Q. Did you receive one of those circulars regarding the handling of Western malt. A. I did not, no, sir, personally.

Q. You say that that was the occasion of the calling of the conference? A. Yes, sir.

Q. And was the action suggested in that circular the result of the conference? A. Yes, sir.

Q. And was the only cause inducing that action, so far as disclosed at the conference, the question of the handling of western malt? A. That in connection with the effort to use the trade in different parts of the country to boycott it in another.

Q. Those efforts related to what period? A. Related to the period, more especially, immediately preceding this action, along last fall, but similar efforts have been made heretofore.

Q. How far back? A. Well, I presume ever since we commenced to make these agreements; within two years; these agreements have only been in existence, I think, two years.

Q. At what determination did the conference arrive regarding the publication of the action which they had determined upon? A. They determined that as soon as the assent of the majority of the trade had been given to it they would publish it.

Q. Did the action that was determined upon depend upon the consent of a majority of the trade before it would be attempted to be put in execution? A. The publication of this was left to a special committee; when, in their judgment, a sufficient number of the trade assented to it they should publish it.

Q. And was the obtaining of a sufficient number of the trade to assent to that circular to control the publication of it? A. We did not discuss that question; we felt confident that a majority of the trade would assent to it.

Q. You were entirely confident that a majority of them would assent to it? A. Not entirely confident, but we felt fully confident of it.

Q. Have you any objection to stating on what that confidence was based? A. That confidence was based on the conferences we had had at these two meetings, at which men from all parts of the country expressed their opinions.

Q. Had a similar action to that stated in this circular ever been suggested to the United States Brewers' Association? A. I don't think it had, unless it occurred in the annual address to the association; I think I suggested it.

Q. Will you kindly give us the names of the officers of the United States Brewers' Association? A. Mr. Henry Clausen, of New York, is one of the vice-presidents; Mr. T. J. Lefens, of Chicago, is another vice-president; Richard Katzenmayer is our secretary; Mr. J. G. Hupfel, of New York, is treasurer.

Q. Who compose the board of trustees? A. Mr. Henry H. Rueter, of Boston; Mr. W. J. Lemp, of St. Louis; Mr. Christian Moerlein, of Cincinnati; Mr. Lefens, Mr. Henry Clausen, Mr. Emil Schandein, of Milwaukee, Mr. Ehret, Mr. Scharmann, Mr. Joseph Liebman ——

Q. I show you a copy of the proceedings of the brewers' convention, and ask you if on page 83 the names of the officers of the United States Brewers' Association for the year 1888 are correctly stated A. Yes, sir; that is correct.

Q. Besides the officers of the association, comprising the president, vice-president, secretary and treasurer, there is a board of trustees? A. Yes, sir.

Q. And a vigilance committee? A. Yes, sir.

Q. And an advisory committee? A. Yes, sir.

Q. Will you state briefly the duties of the vigilance committee A. The principal duty of the vigilance committee is in reference to a supervision of the matter of restrictive legislation against our business in the several States.

Q. Having stated the principal business, is there any other business entrusted to the vigilance committee? A. I believe there was a matter in reference to the collection of statistics.

Q. Does not the collection of statistics more properly belong to the literary bureau? A. Not all of them; I think there was a matter of statistics on the labor question referred to them at the last convention.

Q. Was not the entire question of the relations between employers and employés referred to the vigilance committee at the last convention? A. I believe it was.

Q. And besides the committees I have named there is also what is called a literary bureau? A. Yes, sir; that is appointed from the board of trustees or one of the other committees; that literary bureau is appointed, I think, from the members of the vigilance committee; they were appointed from one of the other committees.

Q. And their duties? A. They are engaged in the collection of statistics regarding our trade, and the publication of information bearing on it, both in this country and in Europe. They are in communication with various statistical societies in Europe.

Q. Is it a part of their duty to prepare the association side of any controversy in which they may be engaged and furnish it to the press? A. I don't know of any duty of that kind.

Q. Is not their duty associated with the publication of matters in the press? A. Of what matters?

Q. Of any matters that they may be interested in? A. Our publications are mostly in the shape of pamphlets.

Q. But you have publications other than in the shape of pamphlets? A. What publications do you refer to?

Q. Is the literary bureau entirely engaged in the publication of pamphlets? A. Yes, sir.

Q. Don't they prepare statements regarding the brewers and their work and furnish them to the press? A. I don't know if they have done work of that kind.

Q. At the last convention of the United States Brewers' Association, in the report of the literary bureau, was not their success in procuring the printing of documents in the press commented upon? A. I know what you mean now; that has been brought about more by inquiries of the press for information than by any effort of ours to have it published; for instance, *Harper's Weekly* sent one of their staff to a journal published in New York here called the *Prohibition Journal*, published by Funk, "*The Voice*," calling for information in regard to the manufacture of beer; they said they had no such information, and sent them up to our manager, and they had a conversation with him and he gave some of our matter; the result of that interview was the publication of about a column of matter in *Harper's Weekly;* these pamphlets of ours have been mailed to every library in the country, to every newspaper or almost every newspaper; to clergymen; we have tried to give them a wide circulation where we believed they would be of benefit to us; in that manner matter was published in the columns of the daily press.

Q. Let me show you the circular I referred to a little while ago and ask if you can furnish us with a copy of the resolutions adopted by the United States Brewers' Association, at their convention on the 19th of May, 1886, and containing a pledge? A. That is the resolution there; that is the substance of it (referring to Employés' Exhibit 3).

Q. Is it in your power to furnish us with a copy of the resolution passed by the convention at that time? A. Yes, sir; certainly.

Q. And you will do it? A. Yes.

Q. In the report of the board of trustees presented at the twenty-seventh convention of the United States Brewers' Association, held at Baltimore on the 25th and 26th of May, 1887, as reported in the *Brewers' Journal* of the 1st of June, 1887, I find the following statement: "The main object of the St. Louis resolution is to enable brewers to settle differences between themselves and their employés, without fear of outside competition, so that, for instance in the case of their being compelled by exorbitant demands to resort to extreme measures, they need not be uncertain as to whether brewers from competing towns and cities will refrain from flooding their market. Although there was nothing heretofore to bind the brewers to an observance of this resolution, save its adoption by local associations or individual promise, the measure has already proved itself of great advantage, as, for example, in the Ehret boycott and the present troubles at Detroit and St. Louis. Upon the basis of this resolution a system of mutual protection might be perfected that would eventually include not only

all local associations, but the entire trade, and, finally, lead to an agreement which would take from organized labor the strongest weapon it now wields, namely, the competition among employing brewers." Is that a correct report, so far as you can remember, of the report of the board of trustees, presented at that convention? A. I think it is, sir.

Q. Then, in May, 1887, the board of trustees were considering the question of taking from organized labor its strongest weapon — what was, in their opinion, their strongest weapon? A. Yes; you refer now to the St. Louis resolution?

Q. I refer now to the St. Louis resolution. A. Yes.

Q. That is true, is it? A. Yes.

Q. And how did they propose to do away with the competition among employing brewers? A. Simply by an agreement of that kind, that when they are boycotted we will not allow the trade in one section of the country to slaughter the trade in another section.

Q. Was there not some specific action which was agreed upon as preventing competition among employing brewers? A. No, sir.

Q. Is there an agreement among the brewers that, in case of a difficulty between any employing brewer and his men, they will refuse to serve beer to the customers of that employing brewer who may have the difficulty? A. You will find something of that kind here, sir (referring to the report of the proceedings of the convention).

Q. I ask you if there is now an agreement between the employing brewers, that in case of any difficulty between the brewer and his workmen, the other brewers are prevented from serving his customers; will the other brewers serve his customers? A. This is the only agreement of that kind that I know anything about (referring to the manifesto).

Q. Do you recognize the difference between the paper that you refer to and the agreement? A. This is an agreement; the original of this document is an agreement.

Q. Is that not simply an announcement of the action of the United States Brewers' Association? A. That document, in its original shape, received the signature of nearly every brewer in the United States, and that is the only agreement.

Q. Is there any agreement between the employing brewers under which they refuse to serve the customers of one another? A. Yes; I do know of one other; we have such an agreement.

Q. Do you know of any such agreement on the part of the members of the United States Brewers' Association? A. None at all but this,

Q. Do you know of any such agreement on the part of any other local union of brewers? A. I have told you that the local union that I belong to has such an agreement.

Q. Do you know of any other local association that has such an agreement? A. No, sir.

Q. Have you heard of such an agreement? A. No, sir; I don't think I have.

Q. You know whether you have or not? A. I don't think I have. I think the only agreement is the one in our local association and this one.

Q. What is your association? A. The New York Ale and Porter Brewers' Association.

Q. You are an ale brewer exclusively? A. Yes, sir.

Q. Was there any conference or proposition previous to the 14th of December, 1887, on the part of the officers or trustees of the United States Brewers' Association, that no new agreement should be made with the workingmen of the members of that asssociation? A. I think that was the first time at which that was proposed.

Q. Did not the twenty-sixth convention of the United States Brewer's Association refer to the board of trustees the question as to what measures should be taken for the protection of the interests of employers and employés? A. They did, yes, sir.

Q. And did not that committee come to a unanimous conclusion that the right of the employer to engage and discharge his employés, without interference from any society or dictation from any source whatever, should be insisted upon? A. Are you quoting from the report?

Q. I am quoting from the report of the board of trustees. A. There was a committee appointed in 1886 upon this question, and that committee, I think, made a report or their report was embodied in the report of the trustees of 1887.

Q. And was not that one of the conclusions that the committee in question came to? A. I think it was.

Q. And did not that committee come to the conclusion that the right of the employer to settle all labor questions concerning him and his employés, without the intermeddling of any outsider, should be insisted upon? A. Yes.

Q. The making of a contract between the workingmen and the brewers was opposed to those two conclusions? A. Yes, sir.

Q. And by the adoption of that report did the members of the United States Brewers' Association practically determine that they should make no new contract, so that if there had been no difficulty

in Milwaukee concerning the question of malt, in obedience to the action of the convention of the United States Brewers' Association, the members of that association would have been prevented from signing a contract? A. Those were suggestions of a policy that it was deemed advisable to carry out, and it was not possible to carry them out until last fall; it wasn't until the aggressions upon the brewers of the country became so intolerable that it was deemed advisable to carry out that policy.

Q. Was not that policy suggested at that convention? A. Yes, sir.

Q. And wasn't it adopted by the convention as the proper policy to pursue? A. Yes, sir.

Q. What were the obstacles to carrying out that policy? A. The obstacles were that the brewers throughout the country had not been aroused sufficiently to the necessity of pursuing that policy as that committee was when they made that report.

Q. Was that the only obstacle? A. Yes, sir; we had to wait until the members of the association determined that it was time for them to protect their rights.

Q. And is it true that that association had to wait until the members of that association consented to that course being pursued? A. Yes, sir.

Q. Regardless of what cause there was for that? A. In the view of that committee sufficient cause existed then.

Q. And that policy was adopted by the convention as the proper policy? A. Yes, sir.

Q. And that that policy should be pursued? A. Yes, sir.

Q. And that there was no obstacle to that policy being followed, except that the trade had not been aroused? A. Yes, sir; the trade was not aroused sufficiently at that time.

Q. And when the trade was aroused that policy was to be pursued, irrespective of everything else? A. No, sir; I considered that that was the proper policy; I considered that there was sufficient reason at that time.

Mr. Untermyer objected to the question on the ground that it is assumed that the report of the committee is a resolution of the association or an agreement of the members which bound the members of the association. Objection overruled.

Q. It did not depend on any contingency of what might occur in the future; isn't that true, Mr. Miles? A. This policy that was outlined by that committee was believed to be the proper policy for the association to follow; that report was made at an annual convention.

Q. And that report of the board of trustees was adopted? A. Yes, sir.

Q. And the policy recommended by the board of trustees was adopted? A. It was approved; yes, sir.

Q. Agreed upon as the proper policy to be enforced as soon as practicable; is that not true? A. Yes, sir.

Q. And when I asked you what obstacle there was to its immediate enforcement you frankly stated the only contingency preventing its enforcement was to arouse the trade; is that not true?

Mr UNTERMYER objected to the question.

Q. I ask you again, Mr. Miles, if there was any obstacle to the enforcement of this policy reported by the board of trustees and adopted by those present at that convention, except to receive the indorsement of a sufficient number of the trade to promise success? A. Mr. Grady, you understand there is a difference between adopting a resolution——

Q. Very fully; don't go into that now; that would take too long; we both know that very well; the point I am directing you to is simply to ascertain if the United States Brewers' Association had not resolved, at their convention, that as soon as practicable they would end the matter of agreement between themselves and the workingmen? A. That was certainly the advice of that report; that the employers should insist on dealing directly with the workmen.

Q. And that report was accepted? A. Yes, sir.

Q. Now, at that time, according to this report as I find it stated here, 206 members of the United States Brewers' Association and seventy-two outside brewers had already given in their adhesion to the St. Louis resolution, whatever that was? A. That is there, sir.

Q. And the board of trustees so reported? A. Yes, sir; that is the fact.

Q. In this circular marked Employés' Ex. 3, at the conclusion of the pledge, I find an agreement in these words: "That we shall not take advantage of the misfortune of any competing brewer, who is a party to this agreement, and whose business is suffering by reason of a strike, boycott, lock-out, or similar consequences of labor trouble; but shall, on notification by the secretary of the United States Brewers' Association, refuse to furnish beer, ale or porter to the customers of such brewer, and shall request our respective agents to act in harmony with this agreement;" under that clause of the pledge did the members bind themselves to refuse to furnish beer to any man who was willing to pay a fair price for it? A. They refused to sell beer under the conditions there stated; if a brewer was boycotted, they bound

themselves not to sell his trade, upon being notified by the secretary of the association that that man was being boycotted.

Q. How was his customer to get beer? A. Whose customer?

Q. The boycotted brewer's? A. That was a question for the customer.

Q. How did you propose that he should get beer? A. I don't know as we made any provision for that.

Q. Was it your intention that he should be compelled to close his store? A. I don't know as we had any intention in regard to that; our intention was to protect ourselves.

Q. Where was he to get his beer then? A. There was nothing to prevent him from getting beer where he had been getting it before.

Q. In other words, you mean if a man who had been a customer of Henry Clausen wanted to get some other beer, you would refuse to sell him any beer? A. If Henry Clausen was being boycotted.

Q. Under any circumstances? A. No, sir.

Q. And this pledge undertook to dictate to the customer what beer he should purchase? A. It did nothing of the kind.

Q. What was the penalty for the violation of this agreement; what was the penalty agreed upon when this was signed? A. There was no penalty; a man gave his word of honor; a person who violated it lost the respect and esteem of his fellow brewers.

Q. It was suggested in the report of the board of trustees that it might be well to have a pecuniary guarantee securing faithful compliance with the resolutions of St. Louis, directed against competition.

Mr. Untermyer objected to this question.

Q. "Not a word need be said in such an agreement as to the prices of beer, wages or working time, these being questions outside of the scope of a national system of mutual protection; at the beginning, the agreement of non-interference might be entered into anew by existing local associations, on the basis of a pecuniary guarantee securing faithful compliance." I asked if any action was had by the United States Brewers' Association, under that report of the committee. A. There is no pecuniary guarantee whatever, in connection with this matter; none has been adopted.

Q. Is there a pecuniary guarantee; under the rules and regulations, and agreements existing between the members of the United States Brewers' Association, is there not a prescribed penalty for a violation of their rules? A. Of which rules?

Q. Of any of their rules? A. No, sir.

Q. Is there not a fixed amount required to be deposited by each member, to be forfeited in case of his violating its rules? A. No, sir.

Q. Is there in the local union of which you are a member? A. Is there what?

Q. Is there a deposit required of your members, which will be forfeited in case they violate any of the rules of the union? A. No, sir.

Q. Under the rules of the national organization, members agree to tax themselves ten cents on every hundred barrels of ale or beer brewed by them during the year? A. Yes, sir.

Q. And is that money turned over to the treasurer? A. Yes, sir.

Q. And is any of it placed at the disposal of the vigilance committee? A. I don't think the vigilance committee have an appropriation; most of it is spent by the publication committee, and a large portion of it has been spent this year in the litigation of questions before the United States Supreme Court, testing the validity of the prohibition laws of the States of Kansas and Iowa.

Q. Have the members agreed to an additional tax since the last convention? A. I think there was an additional one passed at the last convention; the regular dues are ten cents on 100 barrels, and there was an assessment passed at the convention at Baltimore doubling that.

Q. So that this year the dues are twenty cents on every 100 barrels brewed? A. Yes, sir.

Q. So that the brewers are only contributing twenty cents on every 100 barrels brewed by them, to the United States Brewers' Association? A. That is the contribution.

Q. And is that all the contribution? A. No, sir; after the convention adjourned we found that this Supreme Court legislation was going to cost us more than we expected, and we called for subscriptions from our members. We could not get the money in any other way; we can only levy an assessment at a convention of our members, so we called for a subscription for that purpose.

Q. Have you any idea of the extent to which that subscription was raised? A. I think—

Q. To what amount has it grown? A. I think it amounted to about eighty-five per cent of our annual dues.

Q. Is your association in any way furnishing funds for the expenses in the matter that is now being investigated? A. No, sir; except the expense of publishing that document and the expense of those two meetings we have had, these conferences, and the traveling expenses of the board of trustees, or such of them as have duties to perform in connection with it.

Q. Are the workingmen in your employ members of Brewers' Union No. 1? A. The workmen in my employ, part of them belong to the

Ale and Porter Union No. 1, and part of them belong to what is called the Ale and Porter Brewers' Protective Association.

Q. You signed the pledge contained in that circular? A. Yes, sir.

Q. And you have committed yourself to signing no new agreement with your workingmen? A. Absolutely.

Q. They did not contribute to the support of the maltsters in the west, did they? A. My men?

Q. Yes, sir. A. I don't know.

Q. And it makes no difference to you whether they did or not, so far as making a new agreement is concerned? A. No, sir.

Q. Have you had any difficulty during the past year with your men? A. Most of my men have been with me ten or twelve or fifteen years, and I do not have any difficulty with them.

Q. You have an agreement with them? A. There is one with the Ale and Porter Brewers' Union No. 1, and I have in my employ three or four members of that union; that agreement expires on the fifteenth of June.

Q. Have you no other agreement? A. No, sir.

Q. No agreement that embraces more than three or four of your workmen? A. No, sir.

Q. You found it possible to carry on your business without having any agreement? A. Yes, sir.

Q. You were not coerced, during the year 1887, into signing any agreement? A. At the time that agreement was signed it was signed by my partner; I was absent from the city.

Q. There was an agreement before that? A. There was an agreement in 1886 that was signed, but this present agreement was signed last August, I think; that agreement I was not coerced into signing; that agreement I drew.

Q. Is that the agreement that embraces three or four of your workmen? A. Yes, sir.

Q. How many men do you employ in your brewery? A. There are, perhaps, a dozen.

Q. So that, as to the majority of your workmen, there was no agreement with any union of which they were members? A. No, sir.

Q. And there was no labor organization in the country that coerced you into making an agreement with your men?

Mr. UNTERMYER objected to the question on the ground that the witness is not a party to this difficulty; that no controversy exists between his men and the firm.

Chairman PURCELL.— We will sustain your objection now till 10 o'clock in the morning, at any rate.

Adjourned to May 4, 1888, at 10 o'clock A. M., at which time the direct examination of this witness was continued as follows:

By Mr. GRADY:

Q. Yesterday I asked you if you could procure for me a copy of what was known as the St. Louis resolution. A. Yes.

Q. Have you got them? A. I supposed that I should find them in our official minutes, for the reason that the convention at Baltimore reaffirmed that resolution, and I find it in this shape, sir: a motion was made that, in view of the disagreement now pending between the Baltimore brewers and their workmen, the pledge entered at St. Louis be reaffirmed at this convention; and the motion was put in this way: "Will you reaffirm this pledge, gentlemen? All who are in favor of reaffirming this pledge, that when any labor trouble shall arise in any city, we pledge ourselves to not enter that market with our goods. All in favor say aye." That is what we understand as the St. Louis pledge. That is all that I have here this morning.

Q. The records are in charge of Mr. Katzenmayer? A. Yes, sir; Mr. Katzenmayer had left his house before I obtained this; I found this at my office this morning.

Q. As I understand the position resolved upon by the brewers, they are opposed to any sort of recognition of any trades organization in the conduct of their business? A. They insist upon the right of dealing directly with their men in hiring; they have no objection to make to their men belonging to unions.

Q. But the matter of compensation between the brewer and his workmen is to be a matter of agreement between them? A. Certainly; they are the only two parties in interest.

Q. The hours of labor is to be a matter of agreement simply between the employer and the individual? A. Yes, sir.

Q. Any difficulty that arises in the brewery is to be determined by the employer on his own responsibility? A. Yes, sir.

Q. And yet you say in your circular that you have no objection to the labor union for the protection of workmen? A. To the union, to organizations; we have no objection to our men coöperating to secure to themselves the benefit of coöperation.

Q. Will you state what benefits you think the labor organizations could secure to their workingmen, in view of the position which the brewers take? A. I believe that the workingmen can procure the same benefits to themselves by coöperation and association that any other body of men could.

Q. You do not believe that the workingmen, by organizing together

in trades' unions, can benefit themselves, so far as their wages is concerned? A. Yes, sir; they can do it.

Q. If the rate of wages is to be a matter of concern only between the employer and the individual workman? A. There is no question of wages between us now.

Q. I did not ask you that; I ask you how can the labor organization benefit its members in relation to wages, if the question of wages is to be a matter of concern only to the employer and the individual employé? A. I presume, if a labor organization should exist which would bring the attention of the manufacturer to the fact that, in the the opinion of that organization, the wages were too low, it would be effectual.

Q. For what reason? A. Because I think that a united expression of that kind would have more effect than an individual expression.

Q. And that is all? A. Yes.

Q. You say that you favor the same class of organization for the men employed in your brewery that the employers have? A. I say that I believe the men have the same right to secure the benefits of association and coöperation that we have.

Q. And in the same way? A. Yes, sir.

Q. Your association helps the brewers throughout the country in their fights, regardless of whether they concern you directly or not? A. This fight concerns every brewer.

Q. I say that your association assists the brewers throughout the country in all their fights of any kind, whether it affects you individually or not? A. The fact is that, by reason of the labor organizations having become national, it was necessary for the brewers throughout the country to connect themselves so as to resist unjust demands.

Q. I ask you if members of your organization do not assist one another throughout the country, regardless of whether the fight affects them directly or not? A. I thought we were considering the labor question.

Mr. Untermyer objected to the question as immaterial.

A. I can refer you to the fact that upon several occasions appeals have been made to the United States Brewers' Association for assistance by individuals or by brewers of certain States, as regards legislation, and it has been refused, on the ground that until a matter of that kind was carried to the Supreme Court of the United States it would not be taken up by the association, because a decision of the Supreme Court of the United States would inure to the benefit of every member, while a settlement in any State would inure only to the benefit of individual members.

Q. Did the national union contribute the money to defeat the prohibition movement in Michigan? A. Yes.

Q. And the national organization paid for the expense of an argument of the prohibition appeal before the United States Supreme Court? A. Yes.

Q. And you believe that the workingman has the same right to contribute to the defense of his interests, wherever he finds them attacked, that you claim for yourself? A. Certainly.

Q. And you claim that he has the right to do that by organization? A. Certainly.

Q. It was resolved in February that there should be no new contract made with the employés, Mr. Miles? A. In February the second meeting was held, yes, sir.

Q. Was the resolution not to make a new contract with the employés adopted in December or February? A. The machinery was put in motion to bring about the consents to that resolution.

Q. And was the consent procured in February? A. It was procured to a sufficient extent to justify the committee in progressing the work.

Q. Was an agreement arrived at as to what notice should be given to the men in so far as their changed relations with the employers was concerned? A. Yes, sir.

Q. What was that action? A. On a fixed date a copy of the resolution was to be placed in the hands of the workingmen.

Q. What was that fixed date? A. The twenty-sixth of March, I think, or the twenty-seventh.

Q. The contract with the brewery workmen of this city expired on the first of April? A. The first of April.

Q. And in the judgment of the conference that determined this question in February, six days notice was a sufficient time to notify them of the changed relations? A. Yes, sir.

Q. The brewers had been working on the question from December until February? A. Yes; they had been to work on it before that, I think.

Q. How long before that? A. This thing has been agitated for some two years.

Q. But you had been engaged upon the details of the policy since the previous December? A. Yes, sir.

Q. What were the annoyances under the old system of contracts or agreements, of which the employing brewers complain, so far as they were disclosed at the conference? A. Well, the nature of the agreements themselves, in my mind dictating to the employers whom they

shall hire, whom they shall employ; the fact that we were constantly under the threats of boycotts unless we complied with any demands that they might make upon us; strikes in St. Louis, a threatened strike in Boston and in numerous cities, in Detroit, a threatened strike here in New York; the boycott against George Ehret.

Q. Have any of those strikes been in violation of the pledge of the agreement? A. Yes, sir.

Q. Had they been complained of to anybody as being in violation of the pledges of agreement? A. Sometimes they did not get any time to make a complaint.

Q. I did not ask you that; I asked you if any of them had been made causes of complaint to those who had entered into agreements? A. Yes, sir.

Q. Which one? A. The attention of these unions was brought to the fact that George Ehret, who was under contract with the unions, was being boycotted because he had testified to the truth in court, under subpœna. He was boycotted for that fact, notwithstanding that he was under an agreement, and there was no complaint of the wages that he was paying at all.

Q. Was the boycott of Mr. Ehret charged to the brewers' union? A. I think it was the Central Labor Union.

Q. Was not the action taken against Mr. Ehret and his interests directly in the teeth of a protest on the part of the brewers' union? A. I have not heard of it.

Q. Don't you know that? A. No, sir.

Q. Did you acquaint yourself with any of the particulars of that matter? A. I think at that time I was out of New York.

Q. You never heard that the brewers' union unanimously supported Mr. Ehret in that matter?

Mr. Untermyer objected to the question. Objection overruled. A. I have not heard it, no, sir.

Q. Do you know of any concerted action on the part of the brewers directed against the purchase of malt from States in which restrictive legislation prevails? A. No, sir.

Q. Did you ever hear of any determination or agreement among them not to buy Iowa malt, in case the prohibition law was enforced? A. I have seen such a statement in the paper; I know of no such action of the trade.

Q. Do you know of any action of any individuals connected with the trade? A. No, sir.

Q. You don't think that any such action, on the part of any organi-

zation, would come within the purposes or spirit of your organization? A. I do not think the organization would take such action.

Q. You do not think that any such action, on the part of any organization, would come within the purpose or spirit of your organization?

Mr. UNTERMYER objected to the question. Question withdrawn.

Q. Would you consider it justifiable in the brewers to refuse to purchase malt from a State where restrictive liquor legislation prevails? A. I think that a brewer has a right to decide where he shall buy his malt.

Q. Do you think they would be justified, as a trade, in pursuing such a course in that matter?

Mr. UNTERMYER objected to the question as immaterial.

Chairman PURCELL.— If you had confined yourself to the strict rules to which you would have the other side limited we would know the causes of this controversy before now.

Mr. UNTERMYER.—I think you have the causes now.

Chairman PURCELL.— I propose, as far as I am concerned, that the same freedom that we allowed you shall be allowed the other side.

Mr. UNTERMYER advised the witness that he was not obliged to answer the question, as it relates to his private opinion, and that the Board had no power to compel him to answer.

Q. Do you think they would be justified, as a trade, in pursuing such a course in that matter? A. I understand that I am here to testify to facts within my knowledge, and I am willing to do so.

Q. Is that the only answer you have to give? A. Yes, sir.

Q. Don't you believe the boycott justifiable when employed by the brewers? A. I don't believe in boycotting at all.

Q. What do you understand by a boycott?

Mr. UNTERMYER objected to the question. Objection sustained.

Q. Do you regard it as a boycott when you refuse to serve the customers of a brewer in trouble? A. No, sir.

Q. Do you regard it as a boycott if you refuse to purchase malt from a State for any political action that may have occurred in that State?

Mr. UNTERMYER objected to the question on the ground that it assumes a fact of which there is no proof.

A. I don't believe that any such action as was reported in the paper was ever taken by any organization.

Q. I asked you if you had ever understood that the trade had taken such action? A. I have told you no, more than once.

Q. Is there any system of fines attached to your national organization? A. No, sir.

Q. You said there were no local branches of it? A. The local associations are not connected with us; the members of the local associations are members of the United States at the same time, but the local organizations have no connection with us through their constitution; there is no connection between them.

Q. And their rules and regulations are entirely outside and apart from the rules that prevail in the national association? A. Yes, sir.

Q. Do you remember a case of an employing brewer, named Elias, who was fined by direction of the officers, either of the national union or of the local union? A. I don't know anything about it, sir.

Q. Never heard of the case? A. No, sir.

Q. If it had been a matter in which the national union was concerned you would have heard about it? A. Yes, sir; that is, if it occurred within my time of office.

Q. Within the last three years? A. Yes; within the last three years.

Q. Does the United States Brewers' Association take any interest in the local license laws? A. No, sir.

Q. Is not a good part of the report of the literary bureau devoted to an exposition of the license laws that prevail throughout the country, and their operation? A. We have prepared a pamphlet on the question of high license.

Q. And has not the association taken action upon the question of high license? A. In what shape, sir?

Q. In any shape. A. Not to my knowledge, except so far as the publication of that pamphlet goes.

Q. As I understood your testimony, Mr. Miles, it is opposed to your idea of freedom and liberty that workingmen should combine to regulate the hours of their labor? A. No, sir; I have not said that, as I understand it.

Q. Well, it is opposed to your idea? A. I have said repeatedly that I thought the men had the same right to combine for their protection as I have; the thing that I do object to is their organizations coming to me with a contract in one hand and a threat in the other.

Q. Did their organization ever come to you with a contract in one hand and a threat in the other? A. I don't think they ever did anything else.

Q. That is not what I asked you; did their organization ever come to you with a contract in one hand and a threat in the other? A. Yes.

Q. What was the threat? A. If you don't accept this proposition

we will boycott you; it has been apparent in every proposition that was made.

Q. Who made that threat to you? A. In all the interviews that I have had with committees of the labor organizations, in every proposition they make, there is an implied threat that if we don't accept their proposition we must take the consequences.

Q. Did those consequences ever go beyond the fact that they would not work without the agreement? A. Yes, sir.

Q. Was the threat always implied? A. Yes, sir.

Q. Was it ever expressed? A. I think it has been frequently.

Q. Under the terms of the St. Louis resolution, is there any agreement among your members that they shall not engage any workingmen who have left the employment of any member because of his failure to sign an agreement? A. No, sir.

Q. Can any man who has left the employment of an employing brewer in this city, under what we call the present lock-out, find employment with any member of your association in the United States? A. I think he can, if he complies with the terms.

Q. Then Mr. Untermyer was mistaken when he said they could not get employment now; was Mr. Untermyer mistaken when he said they could not go back now?

Mr. UNTERMYER.—What I said was that we have now supplied the places of the men who went out, and we have places for no more men, and that none of those men can get employment with the brewers whom they left.

Mr. UNTERMYER objected to the question on the ground that the record shows no such statement.

Q. Was there any agreement that if the men refused to return the day after the working forces of the breweries were reorganized they should never be taken back? A. I think the brewers stated when they paid their men off on that Monday, that they could come back to work provided that they would acknowledge the proprietor of the establishment as their only boss, to use the common word, and that they would not contribute to any organization which was engaged in attempting to destroy his business.

Q. And was there any time within which that offer had to be accepted? A. In some breweries I think they did set a limit; in others I think they did not.

Q. And how long was the limit of time given? A. Some I have heard of, two or three days; some made it the evening of the following day, I think.

Q. Did you sign the public advertisement that unless the central

labor unions of Brooklyn and of Hudson county, in Jersey, should rescind some resolutions they had passed concerning some brewers, you would reorganize your force?

Mr. Untermyer objected to the question on the ground that it assumes what has not been proven.

Q. Was not an agreement entered into between the members of your union that unless certain action were taken by the central labor unions of Brooklyn and vicinity and of Hudson county, New Jersey, they would reorganize their working forces? A. Yes, sir.

Q. Did you sign that circular? A. I don't think my name was attached to that.

Q. Is there any one entitled to sign the name of your firm besides yourself? A. Yes, sir; I don't think the ale brewers' names were attached to that; it was published in the paper; I don't think that that circular was signed by any but the lager beer brewers, whose men are in Beer Brewer's Union No. 1.

Q. Were you consulted about it? A. I was present at the meeting at which that resolution was passed; if my signature is there, it is there with my authority and consent.

Q. And the grievance of the brewers referred to the action taken by the central labor unions of Brooklyn and of Hudson county, New Jersey? A. And in addition to that, that the men employed in various factories were engaged in boycotting the very goods that they were employed to manufacture; I don't know by whose authority they were doing that.

Q. It had been determined to reorganize the forces on the first of April, regardless of any action of the Central Labor Union, either of New York, Brooklyn or Hudson county, New Jersey? A. It had been determined that we would not make any new contract with the union.

Q. Was it not determined, in that connection, that the men should be paid off and that they would be reëmployed only upon the terms which you mentioned a few moments ago? A. They were brought to that determination by the fact that a boycott had been declared against certain brewers.

Q. Then, as I understand, the present difficulty grew out of the boycott mentioned in the circular to which I called your attention a few moments ago? A. A portion of it did.

Q. What portion of it was traceable to that cause? A. Under our resolution not to sign any more contracts, there need have been no trouble in our breweries; we pledged ourselves to pay them the same wages and give them the same hours; there need be no trouble what-

ever; they could have gone on and earned good wages; but from the fact that these boycotts had been declared against some of the brewers, it became necessary for the brewers to do something else.

Q. What was that something else? A. To reorganize their working forces to their own satisfaction.

Q. That reorganization involved no action on the part of the men, only that they should continue in your employ under the terms of the St. Louis resolution? A. The St. Louis resolution had nothing to do with the employment of men.

Q. Did not the St. Louis resolution provide in regard to contracts with the men? A. No, sir; not the St. Louis resolution.

By Mr. UNTERMYER:

Q. Was not that the St. Louis resolution, in the words of the resolution, just reaffirmed or reindorsed (showing the witness a paper)? A. Yes, sir; the words of the St. Louis resolution are here embodied, and the consent of the brewers was secured by sending them that copy and getting them to sign.

By Mr. GRADY:

Q. Then the action that was taken in December by this conference, and continued in February, meditated no lock-out of the men? A. Not unless it was necessary; it was simply a refusal on our part to make new contracts.

Q. It could not be necessary; a lock-out could not be necessary, under the terms of that agreement? A. I don't know that any lock-out was contemplated under that agreement.

Q. The purpose of the brewers was that no new contracts should be entered into; that such of your employés as desired to remain without a contract, might remain, and the business go along without any interruption; was that the purpose? A. Yes, sir.

Q. Something occurred that required that something else should be done? A. Yes, sir.

Q. And that something else, so far as it was disclosed by the brewers, was the action of the Central Labor Union of Brooklyn and of Hudson county, New Jersey? A. And of certain individual workmen, in boycotting the goods they were paid to make.

Q. Remember my question now; "so far as it was disclosed by the brewers." Was your answer given with the understanding that my question was qualified; that so far as was disclosed by the brewers, the only trouble was the action of the Central Labor Union of Brooklyn and the Central Labor Union of Hudson county, New Jersey?

A. The resolution adopted at that meeting will show you just exactly what were the reasons disclosed by the brewers.

Q. Is that the resolution to which you refer (showing the witness Employés' Exhibit 4)? A. Yes; that is it.

Q. Now, what was the nature of the boycott referred to in this resolution? A. In Brooklyn I think it was placed upon the brewers by resolution of the Central Labor Union, and in Newark by another organization there.

Q. Did it extend beyond that? A. Yes, sir; there are brewers here in New York whose product was boycotted.

Q. By any action of any organization in this county? A. By the action of their men.

Q. How was that disclosed? A. The men in some of the breweries refused to drink the beer that they were engaged in making, in their boarding-houses where they stopped at night.

Q. In what brewery were those workmen employed? A. That happened in the Beadleston & Woerz brewery, and I think in one other, but I can not recall it now.

Q. Was it disclosed as to how many of their workmen refused to drink the beer that they manufactured? A. This was brought about by the action of the men; in that boarding-house where a number of their men boarded they refused to drink the beer.

Q. All of them refused? A. I did not count them.

Q. I am asking you as to what was disclosed at that meeting of your association; was it disclosed at that meeting that all of those workingmen at this boarding-house refused to drink Beadleston & Woerz's beer? Q. That is the impression I got; yes, sir.

Q. And you think that there was another brewery similarly situated? A. I think there was another case, but I can not recall it now.

By Mr. Untermyer:

Q. Was it Liebman's? A. Yes; I had forgotten who it was; he recalled it to my mind.

By Mr. Grady:

Q. Now you remember that it was at Liebman's? A. Yes, sir.

Q. Where had Liebman's workmen refused to drink the beer they were engaged to manufacture? A. In some boarding-house or else in some saloon; I don't remember all the facts of the case; I remember that a boycott was placed on that beer by those workmen.

Q. Was that the extent of the boycott, so far as this county was concerned? A. Of course the brewers in Brooklyn who were being

boycotted, I presume that their customers here in New York were boycotted the same as they were in Brooklyn.

Q. I am asking you now what was disclosed at that meeting? A. I can not recollect anything more now.

Q. Let me ask you, then, if the action of the brewers, as disclosed by the resolution marked Employés' Ex. 4, rested upon the action of the Central Labor Union of Brooklyn, the action of a labor organization of Newark, and the refusal of some of the employés of Beadleston & Woerz and brewer Liebman to drink the beer manufactured by those two firms? A. Yes, sir.

Q. And upon that state of facts the brewers of this city felt justified in the action which that resolution directs? A. Yes, sir.

Q. There had been no complaint made at that meeting that the employés of Henry Clausen, Son & Co. had in any way violated the agreement with their employers? A. I don't recollect any such thing

Q. Don't recollect that any action of theirs was suggested or talked about at that meeting? A. I don't recollect any such complaint at present.

Q. Nor had there been any complaint that they had engaged in this boycott? A. I don't recollect that there was; no, sir.

Q. There had been no complaint made at the meeting or conference, whatever it may be called, that there had been any action taken by any labor organization in New York towards a boycott? A. No, sir.

Q. Nor that any such action was meditated? A. I think we had reason to believe that it was meditated, because of the action of some organizations in other cities.

Q. Was that the only reason that you had to think that they meditated such action? A. And our previous experience with these organizations.

Q. Was there any inquiry made of any of the officers of any such organizations in New York city, as to whether any such action was contemplated? A. I don't think there had been.

Q. The employing brewers took it for granted that they would join in the movement?

Mr. UNTERMYER objected to the question as immaterial. Objection overruled.

Q. Was it true that the meeting took it for granted that the organizations in the county would join in the action taken by the organizations elsewhere and by those individual employés? A. I don't know as they took it for granted that they were going to do it; there was sufficient before us, in our minds, to justify us in the action we had taken; there was a disposition to boycott us.

Q. You have stated all that took place at that conference? A. No, sir.

Q. Was there any fact bearing upon the adoption of the resolution, so far as the statements at that meeting are concerned, that you have not stated? A. I don't recall any just at present.

Q. And up to the tenth of April there had been no action taken by the master brewers that meditated a lock-out of their men? A. Is that the date of that meeting?

Q. Yes. A. I don't think there had been any action taken; I don't think there was any action previous to that.

Q. So that the cause of the lock-out was the boycott that had been passed by the Central Labor Union of Brooklyn and of Hudson county and of the individual brewers of Beadleston & Woerz and Liebman? A. Yes, sir.

Q. The refusal to handle western malt was not discussed at that conference, was it? A. That was months ago; that had something to do with the determination not to make any more contracts.

Q. I am confining myself now to the lock-out; I say that at that conference, on the tenth of April, there was no consideration given to the question of refusing to handle western malt? A. That question was not before us.

Q. Nor was it discussed? A. No, sir.

Q. Nor was it referred to? A. No, sir.

Q. Nor was the question as to arbitration between the employers and their workmen, of the grievance that there is in their breweries, referred to? A. No, sir.

Q. Nor was the question of the discharge of the non-union men in the breweries referred to? A. That was referred to at that meeting.

Q. That was the only meeting that was held by the master brewers, regarding the lock-out? A. They have held meetings since then, regarding this trouble.

Q. I mean up to that time, the meeting of the tenth of April was the first meeting and the only meeting at which the question of a lock-out was discussed? A. I think that was the first one.

Q. You state in this manifesto, as it is called, that this is by order of the United States Brewers' Association, with the concurrence of its affiliated local associations? A. Yes, sir.

Q. By its affiliated local associations, I understand you to refer to the local organizations of brewers throughout the country? A. All local organizations whose delegates were present at this conference; that meeting was composed of the trustees of the United States

Brewers' Association and delegates from various local associations throughout the country; that is the first meeting.

By Mr. UNTERMYER:

Q. You knew that the *Brauer Zeitung* was the official organ of Brewers' Union No. 1? A. I believed it to be so; I think it is so announced in the paper.

Q. And between the first and the fifteenth of April had you occasion to examine the *Brauer Zeitung?* A. I had my attention called to it.

Q. Had your attention called to threats contained in that paper, between the first and the fifteenth of April?

Mr. GRADY objected to the question on the ground that this is not the best evidence.

Mr. UNTERMYER asked for copies of the *Brauer Zeitung* of the eighth and fifteenth of April.

Mr. GOMPERS stated that he would produce them after the recess.

Mr. GOMPERS produced a copy of the *Brauer Zeitung* of March thirty-first.

Mr. UNTERMYER offered it in evidence.

It was received in evidence and marked "Employers' Exhibit S 1."

(*Translation of article in newspaper marked Employers' Exhibit S* 1).

ATTENTION, COMPANY!!

THEY WILL NOT HAVE PEACE.

The die is cast. Katzenmayer and company have put it through that the following circular has been distributed throughout the whole country. It runs as follows (quoting "Employés Exhibit 4"):

"How ambiguous is the power of speech," an uninitiated person would say to himself on reading this work of art. An evil conscience spreads its shadow out over it and the composition of the document, or to express it better, the "testament" of the United States Brewers' Union, is as bad as its motive. All the saints in heaven are invoked in the wretched scrawl, in order that they may not misunderstand the good intentions of the noble gentlemen of the brewers' ilk. Workingmen's unions, loyal citizens, the general public are most earnestly adjured to look on this rascally move as a God-pleasing work. This writing is a mass of lies from beginning to end, and it contains only one irrefutable truth, viz., the plan for the destruction of our organization. "The responsibility for the arbitrary abuse of power, as well as for the blunders in the treatment of the labor question falls on a comparatively small number of men, viz., on the leaders of the local and national workingmen's unions." You ought to be ashamed to

use these words, since only a few days ago the secretary of the brewers' association of New York declared to the New York press that up to this day, he and the national secretary of the workingmen's union had settled all differences in the most amicable manner. You call on the general public and on the workmen's unions that they help you to bring in again the former condition of slavery? Well, then; the answer will not be long in coming, and this blow that you have dealt the entire laboring class will revenge itself bitterly on its authors. The declaration of war from No. 2 Irving place, New York, on organized labor has as its principal object the weakening of the colossal effect of the boycott against Milwaukee beer.

Care will, therefore, be taken that the country does not remain in the dark on that subject; but this move will as surely be proved a failure as former ones have been. That the "testament" of the united beer bosses will not make the slightest impression on our members we are sure, for they all know its object. The bait that its "makers" hold out, that wages and working hours will be kept intact for all eternity, is fastened too awkwardly on the hook to entice any nibblers. Just read this part of the document, in which it says: "The conditions of the contract hinder the employer in freely choosing among the workmen those who are inclined to accept his offers and terms; furthermore, they hinder him in employing and discharging his employés according to the dictates of his own judgment and convictions, and in treating them in general according to the measure of their qualities and deserts." My dear, what will you more? Do not these words bespeak a longing for the good old times with knout and stripes? But act, you noble friends of humanity; these times are past forever, and where they still exist the publication of your sentiments, as expressed in your shameful scrawl, will do their part towards doing away with them. The accusation that we carry on anarchical plans is too absurd and stupid to be considered. We have only the one request to make to our colleagues throughout the land, and especially in New York and vicinity, to hold together, as formerly, firmly and faithfully. The organized labor of the country, united with us, will be the executors of the testament of our brewery bosses.

Q. The *Volks-Zeitung*—Mr. Miles, do you know that paper? A. I have seen it.

Q. Is that a paper devoted to the laboring interests? A. I believe so.

Q. Devoted to the socialistic element of the labor interests, is it not? A. I believe so, sir.

Q. And was your attention called to articles in that paper between the first and fifteenth of April? A. My attention was called to articles in both of those papers.

Q. Mr. Miles, between the first and the tenth of April, do you remember of the official boycott of Liebman, Scharmann, Munch and Ulmer and one other — five Brooklyn brewers? A. I remember that such a boycott was placed upon them.

Q. You remember having it called to your attention, the resolutions that were passed by the Brooklyn Central Labor Union on the eighth of April? A. Yes, sir.

Q. You saw resolutions of the eighth of April, passed by various trade organizations, didn't you? A. I have seen, I think, all of these boycotting papers and circulars that have been distributed; they have been called to my attention.

Q. Did those facts have anything to do with the adoption of the resolution, Employers' Exhibit 4? A. Certainly they did.

Q. This resolution, Employers' Exhibit 4, provides that "Unless the boycott placed upon our product is raised and we so notified through the public press by Monday, April sixteenth, we, the undersigned, shall immediately proceed to re-organize our working force." Now, on April fifteenth, do you remember the passage, by the Central Labor Union of New York, of the boycott resolution which has been referred to here? A. I believe I have seen it in the papers and read it.

Q. That was the answer to the resolution that unless the boycott was raised you would reorganize your working force? A. Yes, sir.

Q. To order another boycott? A. Yes, sir.

Mr. UNTERMYER then asked Mr. Grady to produce the book of minutes of the Central Labor Union containing the resolution referred to. Mr. Grady produced a slip of paper upon which, he said, was written the resolution asked for.

Mr. UNTERMYER offered the following paper in evidence. It was received in evidence and marked "Employers' Exhibit T 1."

"That we, the different organizations, represented in the Central Labor Union, hereby resolve not to drink any beer except such as is recommended to us by the Journeymen Beer Brewers' Union, until this lock-out is settled."

Q. Mr. Miles, was there any lock-out on the fifteenth of April? A. No, sir; the fifteenth was Sunday.

Mr. UNTERMYER again asked that the book of minutes of the Central Labor Union be produced.

Q. How many brewers are members of the United States Brewers' Association? A. There are some four hundred and fifty, I think.

Q. How many brewers are there in the United States? A. There are upwards of two thousand.

Q. Was this labor movement undertaken solely by the national association or did members of any outside association combine with you? A. There were members of the United States Brewers' Association and there were brewers who are not members of any association.

A. And are there many hundreds of brewers who did not join in the movement at all? A. Yes, sir.

Q. You made no pledges in connection with it? A. No, sir.

Q. You have been asked considerable about the financial affairs and condition of the United States Brewers' Association; about what are the yearly collections for dues? A. Our annual dues at the rate of ten cents per hundred barrels manufactured, produce about between fifteen and sixteen thousand dollars.

Q. A year? A. Yes, sir.

Q. And is that money expended for the running expenses of the association? A. Yes, sir.

Q. You have been asked if any money was spent opposing restrictive legislation or prohibition; in what way has that money been spent? A. This money is spent in various ways; one way, on application by the brewers of a State sometimes, for assistance to oppose prohibitory legislation in those States.

Q. In the courts? A. In such methods as they may deem proper; circulating information, hiring speakers, or in any way.

Q. Is that money used testing the constitutionalty of prohibitory laws and in publishing pamphlets? A. Yes, sir; and also in testing the constitutionality of the laws of States in the Supreme Court.

Q. And do you know whether the other side of the house on the liquor question also spends money in the hiring of speakers and in ——? A. I have every reason to believe so, yes.

Q. They publish pamphlets too? A. Yes, sir; lectures, and try to get laws passed.

Q. Is any money spent by the United States Brewers' Association, that you know of, with a view of influencing legislation in any way? A. Not to my knowledge, except in the way that I have mentioned, in publishing our pamphlets, hiring speakers and trying to disseminate information.

Q. In a legitimate way? A. Yes, sir.

Q. Are all those expenses itemized in your printed reports? A. Yes, sir.

Q. And have you your printed reports here? A. Yes, sir.

Q. You have been asked as to the causes which led to the labor

movement on the part of the national organization and the causes that led to the adoption of the St. Louis resolution; the St. Louis resolution was passed at an annual convention, was it not? A. It was passed at a meeting of the board of trustees, held at St. Louis in May, 1886; I think it was in May.

Q. Did you outline the causes which led to that in a report which you made at that time? A. I made a report at Niagara, at a convention.

Q. When was that? A. In 1886.

Q. And were the causes which led to such action then and there discussed? A. Yes, sir.

Q. You have been asked what were the causes; now, will you let me have that address and tell me whether the causes are as outlined on these pages, twelve, thirteen, and fourteen? A. Yes, sir.

MR. UNTERMYER offered in evidence the following portion of the report, commencing on page twelve at the word "during," and ending on page fourteen at the words "Henry Clausen."

Received in evidence and marked "Employers' Ex. U 1."

"During the past year a question which our association has never before been called upon to consider has grown into great prominence, and has engaged the attention not only of our trade, but of all classes of manufacturers throughout the land. I refer, of course, to the labor question; a question which for the good of all parties concerned should be settled as promptly as possible, and upon such a basis of justice and equity as shall make that settlement lasting.

"A large proportion of the delegates present can look back to the days when they occupied the position of laborers at the mash-tub or boiling kettle, and are justly proud of the advanced position they now occupy as the result of their industry, frugality and perseverance. And I wish that I could impress upon the minds of our workingmen the fact that the same road is open to them to-day. The rounds of the ladder by which they must climb are industry, frugality and perseverance; these virtues, guided by intelligence, will in due time bring them to the higher rank of employer.

"One would think that our trade might have been exempted from any trouble from this source, for the reason that the average wages of the employés of breweries are higher than those of almost any other industry.

"The brewers of this country are practical men. From its nature their business requires their careful supervision, and they are thus brought constantly in contact with their employés, and I am inclined to believe that in the great majority of cases the employers take a

personal interest in the welfare of their workmen, not always found to exist in manufacturing establishments. As evidence of this, I point to the Benevolent Bureau of the United Lager Beer Brewers' Association of New York city and vicinity, which, organized three years ago, has paid out in sick benefits and pensions to disabled workmen over $80,000, more than one-half of which was contributed by the firms whose employés were members of the bureau.

"The agitation of this labor question in our trade throughout the country has varied in its effects in different localities. In some sections, where all reasonable requests of the workingmen have been considered and complied with, but any attempts to interfere with the rights of the employers have been firmly resisted, very little trouble has been experienced; while in other sections, where the more arrogant demands of the trades unions and Knights of Labor have been submitted to, constant trouble and annoyance have followed, accompanied by the ever-prevailing threat of a strike or boycott.

"I am aware that it is difficult to judge of or criticise the motives which go to determine the action of a large body of manufacturers in an emergency where property and business are suddenly threatened, and especially in a case like our own, where the product is of a perishable nature. It is to be remembered also that in all cases where a large number of men are suddenly called upon to face a new and threatening emergency, differences of opinion as to the proper policy to be adopted will naturally exist, and frequently the fears or the selfishness of a minority may have a determining effect upon the action of the whole body.

"I would urge upon you, however, to remember that it is better to submit to present loss, rather than surrender one's rights and self-respect; for I am confident that any compact or agreement which works injustice to either party thereto, or which has been entered into under compulsion on either side, can not abide the test of time.

"I believe that you will agree with me that the best results in any manufacturing establishment can only be attained where the workmen are contented, and where a feeling of respect and confidence on the part of the employé is complemented by a disposition to deal justly on the part of the employer; and that while all due regard should be paid to the rights of the workingmen, that, so far as the nature of the business will permit, their hours of labor should be brought within reasonable limits, and that their compensation therefor should be adequate; yet, on the other hand, any interference with the rights of the employer on the part of any labor organization should be

resisted to the uttermost as an invasion of personal rights not to be tolerated in a land which claims to be the freest on the globe.

"The right of the employer to deal with his employés individually, according to their merit, should be as eagerly defended by the workingman as by the employer, for if that be taken away the personal liberties of both are lost.

"We should not undertake a consideration of this question in any bitterness of spirit, but rather in a spirit of justice and equity, and with a full determination that, while the rights of others shall be fully respected, our own rights shall not be abridged or disregarded.

"In conclusion, and in order that we may, if possible, contribute in some way to a solution of this question, I recommend that a special committee be appointed by this convention to take into consideration this subject in its relations to the brewing industry, and report at the next annual convention, or sooner, if possible, to the end that, while diligently pursuing our chosen branch of manufacture, we may at the same time faithfully discharge our duties as citizens interested in the growth and prosperity of our republic and the progressive improvement of the condition of its people."

Q. Now, Mr. Miles, at the annual meeting in Baltimore did the board of trustees report upon that matter? A. The report of the board of trustees at that convention had the report of this committee which was appointed in pursuance of that suggestion, embodied in it, or a portion of it.

Q. Did you discuss the subject there again? A. Yes.

Q. Have you the minutes of that meeting there? A. That is my address at the opening of the convention there.

MR. UNTERMYER offered in evidence the following portion of the report of the proceedings of the convention, commencing on page twenty at a place marked with a cross, and ending on page twenty-two at a place similarly marked.

Received in evidence and marked "Employers' Exhibit V 1."

"The labor question, which has engaged much of the attention of our trade, in common with all other manufacturers, during the past year, is still a source of anxiety to brewers in some sections of the country. The report of the committee appointed at the twenty-sixth convention is embodied in the report of the board of trustees, and is worthy of your careful consideration.

"This is an age of associated and coöperative effort. But a few years ago our chambers of commerce and the boards of trade in our large cities were almost the only examples of associated effort to be found. To-day, there is scarcely a class of manufacturers or trades-

men but have found it necessary to establish and maintain a trade organization, and wherever these organizations have been carefully held to the legitimate purposes for which they were founded, they have proved to be of great and increasing value to all interested in them. It was natural enough that, in due course of time, the workingmen of the various trades should seek for themselves the benefits arising from association and coöperation; it was probably also in the nature of things that designing and unprincipled men should seek to control these workingmen's associations, either for the promulgation of socialistic doctrines, or for their own selfish advancement at the expense of the laboring man. But gradually, from the experience of the past two years, the intelligent and thoughtful workingmen are learning to distrust those leaders who constantly seek to provoke antagonism between the employer and the employed, and are draining the workmen of their hard-earned savings by ill-considered and unnecessary strikes and boycotts. Gentlemen, we must do our part in bringing about a satisfactory adjustment of this labor question. As I intimated at the Niagara convention, this adjustment must not be undertaken in any bitterness of spirit, but rather in that spirit of justice and equity which, while conceding all due acknowledgment of the rights of others, insists that our rights shall be as promptly and thoroughly recognized and respected. Not only in the brewing business, but in all industries, the unwise methods at first adopted to meet this question have had much to do with complicating it, and postponing the day of its satisfactory adjustment. Capital is proverbially conservative, and sometimes cowardly, and there have been those in all trades, who rather than risk the loss attending a threatened strike, have made the most humiliating concessions, have for the sake of a temporary peace submitted to the most arrogant and despotic demands. Others with a selfishness blind to everything but present personal gain, have sought to secure the exclusive patronage of the workingmen by announcing their adhesion to the trades' unions, hastening to proclaim themselves union butchers, bakers, or brewers. And both of these classes have found themselves hampered and domineered by a despotism too galling for human endurance. A third class, with as little forethought and no more wisdom, have organized to crush the workingmen's organizations and force a settlement upon their own terms, forgetting that however unjust the demands of the trades' unions may have been, two wrongs never made a right.

"Some men talk as if this labor question was to revolutionize society, to bring about radical changes in the relationship existing between

the employer and the employed. In my opinion, the only relations which can be permanently maintained between the employer and the employé are those which have heretofore existed in the great majority of the manufacturing establishments throughout the land, viz.: those founded upon justice and equity. That there have been exceptional cases of hardship, no one denies; that there are wrongs to be righted, no one doubts; but that any such state of affairs exists as would justify or render necessary the organization of the workingmen of the entire nation in one vast system, in a spirit of antagonism to their employers, and with the power to withhold the hand of every one of them from his daily work at the whim of one or any number of irresponsible and oft-times ignorant leaders, is not the fact. And while such a scheme is impossible of accomplishment, its consummation would be a subversion of human rights; a worse despotism than was ever practiced by any monarchy in Europe. The settlement of this question involves the exercise of the greatest patience and wisdom; we must remember that our employés, though generally intelligent, fall an easy prey to designing and selfish agitators.

"As is shown in the committee's report, by reason of varying exigencies, uniformity of methods can not be absolutely prescribed. Much, very much, however, can be accomplished through our organization, and your faithful compliance with such regulations as may be of general application. Firmly to stand, jointly and severally, for an acknowledgement of those principles of justice and equity which underlie the only possible settlement of this question, is a duty which you owe not only to yourselves and families, but, for the sake of that personal liberty which is dearer than life itself, to the thousands of workingmen in your employ."

Q. Now, Mr. Miles, were labor difficulties throughout the country brought to the attention of that committee and of this convention? A. Yes, sir.

Q. Had there been any labor difficulties and strikes and boycotts in Cincinnati, St. Louis and other parts of the country? A. Yes, sir.

Q. Had the Central Labor Union of New York organized and carried on the Ehret boycott? A. Yes, sir.

Q. And during the time they were carrying on that boycott, do you know whether or not George Ehret had a contract with their local union? A. Yes, sir.

Q. Do you know whether it was ever claimed that he had violated any of the conditions of it? A. I don't remember that it was; no, sir.

Q. Do you remember the issuance of a pamphlet at that time on the part of Mr. Ehret, concerning the cause of the boycott (showing

the witness a paper)? A. I heard of this; I think I was out of town at the time, but I have heard of this at the time; I think that was published in the paper; if I remember, that was published in the paper.

Q. You remember that Mr. Ehret was subpœnaed by the district attorney, on the part of the people, on a charge of extortion? A. Yes, sir; not of extortion against him.

Q. No; he was not a party to it himself? A. No, sir.

Mr. Untermyer offered in evidence a pamphlet issued in connection with the Ehret boycott.

Mr. Grady objected to it being received in evidence, on the ground that the pamphlet was issued before the last contract between the brewers and their employés was signed; and on the further ground that there is no evidence that Mr. Ehret was boycotted by all the labor organizations of New York; and that there is no evidence that this witness knows anything about it except what he has heard since he returned to New York, he being out of the city at the time that it occurred. Objection sustained.

Q. Had there been other strikes and difficulties throughout the country leading to these resolutions? A. Yes, sir.

Q. Had there been exactions by labor organizations demanding the right to contract? A. Yes, sir.

Q. And did you recognize the right of any man to compel you to make a contract with him? A. No, sir.

Q. And had the labor organizations stood upon the ground that they had the right to compel you to make a contract with them? A. Yes, sir.

Q. That in itself was a difficulty, was it not? A. Yes, sir.

Q. Did those resolutions involve in any way the discharge of any man in any brewery? A. No, sir.

Q. Did they involve in any way any change in the hours of labor or rate of wages? A. On the contrary they pledged themselves to maintain the same wages and the same hours.

Q. And you understand that that is a pledge that can be enforced against the brewers who entered into it? A. Yes, sir.

Q. Is that pledge being carried out to-day by the brewers with the men who have taken the places of the men who have gone out? A. Yes, sir.

Q. And are they being paid the same wages for the same hours as the men who went out? A. Yes, sir.

Q. And do you know, yourself, of employers taking back some men who went out, as late as a week after they went out? A. I don't know of any individual case; I have heard of that being done.

Q. There was no limit fixed? A. Not in all cases.

Q. They took men back until they had gotten all they wanted? A. Yes.

Q. Now they are all supplied with men, are they? A. Yes, sir.

Q. And have they pledged their new men to retain them as long as they do their work satisfactorily? A. Yes, sir.

Q. Was there a resolution passed to expel any member from the organization who did not pay the same wages for the same hours of labor that had been previously paid? A. Yes, sir; I believe there was.

Q. You were asked about Henry Clausen, whether he had any agreement with his men; do you know whether, on the fifteenth of April, Henry Clausen or any other brewer had an agreement with his men? A. No, sir; I don't think they did.

Q. Their agreements expired on the first of April? A. Yes, sir.

Q. The men continued to work in the breweries? A. Yes, sir.

Q. And what was the first act which disturbed the harmonious relations that had existed all along? A. The boycott.

Q. The boycott that was placed on the brewers by the labor organizations? A. Yes, sir.

Q. And but for that boycott the men were to be retained in the breweries at the same hours and the same wages? A. Yes, sir.

Q. What was the agreement of the brewers not to go into any other city and sell to the customers of any other brewer who was being boycotted? A. To prevent the boycott from being effective.

Q. Were the members of the United States Brewers' Association, or are they, bound by any resolution of that association as to the manner of conducting their business, or anything connected with it? A. No, sir.

Q. What was it, Mr. Miles, that precipitated the action of the national association in the preparation of this manifesto; what brought it about? A. The boycott of the Milwaukee malt; that, followed by the boycott of the Milwaukee brewers, who refused to desist from using that malt; on the part of one of them, in fact, his entire store of malt consisted of boycotted malt, which was boycotted, notwithstanding the fact that it had been made months previous and had been held for him under contract.

Q. He was boycotted for using that malt? A. Yes, sir; then when they attempted to boycott two or three breweries in Milwaukee, at the same time an effort was made to compel the brewers of New York to boycott that malt.

Q. Were notices sent around? A. There was a notice sent to the local association in Irving place, and when it was claimed that they

were under agreement and had no right to boycott material, a reply was made that they would take care to see that the next contract had such a clause in it.

Q. Then you resolved to make no new contract? A. This state of affairs brought about the meeting to which I have referred before.

By Mr. Grady:

Q. What organization has passed the resolution to expel a brewer who does not pay a workingman now employed by him the wages that were formerly paid? A. The Lager Beer Brewers' Association.

Q. Then the employer is not allowed to deal with his employés without the intermeddling of outsiders? A. Perhaps I misunderstood your first question; the ale brewers have passed a resolution on that same subject, but whether they have passed a resolution of expulsion I don't know; they propose to stand by the wages and hold their members to it.

Q. They have passed a resolution imposing a penalty on any of their members who do not pay the wages formerly paid? A. Yes, sir; a penalty of expulsion.

Q. Have the ale brewers? A. I am not quite sure that it was expulsion, but it was something of that nature,

Q. But there was a penalty attached? A. Yes, sir; there is no penalty that they can impose except expulsion.

Q. So that the lager beer brewer is not allowed to deal with his employés in a matter of wages without the compulsion of the Lager Beer Brewers' Association? A. The brewers of New York have done everything in our power to maintain our pledge to our employés.

Q. Now I ask if the brewers of this city are not compelled by the Lager Beer Brewers' Association to pay a certain rate of wages to their workingmen? A. That is one way of putting it, that resolution being in the interest of the workingmen.

By Mr. Untermeyer:

Q. You can pay more for less hours if you want to? A. Yes, sir.

By Mr. Grady:

Q. Will you point out to me the distinction that you observe as between the right of the brewers to compel their members, under expulsion, to pay a certain rate of wages, from the right of the workingmen to compel, under pain of expulsion, their members to demand certain wages? A. I presume it is a parallel case.

Q. And that the tyranny in one case is just as vicious as it is in the

other? A. I don't see any tyranny in taking measures to compel its members to keep their pledges with their workingmen.

Q. And do you see any tyranny in an organization of workingmen passing a resolution to compel their members to keep their pledges to one another in regard to the wages they shall receive? A. No, sir.

Q. Is it true that there is an agreement between the brewers as to the price they shall charge for the product of their breweries?

Mr. UNTERMEYER objected to the question as immaterial and irrelevant.

Chairman PURCELL.—So far as any action of that kind is concerned, it will not be claimed that that has anything to do with the causes of this difficulty. What we want are the causes that ended in the lockout which occurred on the sixteenth of April.

Q. Now, Mr. Miles, you were asked a number of questions regarding the relations existing between the brewers, whose agreement expired on the first of April, and their workingmen; you know nothing of that except what you heard; isn't that true?—you have no personal knowledge as to whether the same rate of wages is being paid now as was paid before? A. I have not seen the wages paid.

Q. You have no personal knowledge? A. I have seen the pledge of nearly every brewer in New York.

Q. And upon that you base your belief,—your confidence in that pledge? A. Yes, sir.

Q. And you have no personal knowledge as to whether any men were taken back or not? A. I have had the assurance of the brewers to that effect.

Q. As to whether any men have been taken back, you have no personal knowledge? A. Except the reports at the meetings.

Q. As to whether the men have kept right along in their work, you have no personal knowledge? A. Only what I hear from my fellow brewers.

Q. When you spoke of the boycott of the Milwaukee malt and the boycott of the Milwaukee brewers precipitating the action of the United States Brewers' Association, you referred to the conference in December and February and the issuing of the manifesto? A. That conference was brought about immediately by that boycott.

Q. It had been determined upon before? A. It hadn't been determined upon before, but the brewers throughout the country were turning their attention in that direction; and no conference was meditated, only that we were engaged in a general movement to refuse to make contracts.

Q. And that conference referred to the adoption of the manifesto and the issuing of the manifesto? A. That conference was brought about by the existence of this boycott.

Q. But the boycott of the Milwaukee malt and the Milwaukee brewers had nothing to do with the conference of the tenth of April? A. Do you mean the meeting of the tenth of April here in New York?

Q. Precisely. A. That was all a part of this general system here. That meeting of the tenth of April was a meeting of New York brewers who were engaged in this general movement to refuse to make contracts.

Q. But the boycott of the Milwaukee malt and the Milwaukee brewers had nothing to do with that conference of the tenth of April? A. It preceded it.

Q. Thanks for the suggestion. Now, I ask you if the boycott of the Milwaukee malt and the Milwaukee brewers had anything to do with that conference? A. I told you that this meeting of the tenth of April was a meeting of the New York brewers and was a part of the general policy that was being carried out.

Q. Wasn't the general policy being carried out at that time? A. Yes, sir; we were engaged in bringing about the doing of a certain thing, and on the tenth of April we carried it out.

Q. The boycott of the Milwaukee malt and the Milwaukee brewers had nothing to do with that conference? A. No, sir; that was brought about by the boycott in Brooklyn and Newark.

Q. And so far as the boycott of the Milwaukee beer and the Milwaukee malt is concerned, and the Ehret boycott and all grievances that had governed the United States Brewers' Association in coming to your manifesto, they had been settled, so far as the brewers were concerned? A. I don't know as I understand your question.

Q. All the grievances to which the brewers had been subjected up to the middle of February had been considered before the issuing of that manifesto? A. Yes, sir.

Q. And the determination reached at the conference in the middle of February, and expressed in the manifesto, provided simply that the brewers should make no new contracts with their workmen? A. That is it.

Q. And that policy was determined upon before the sixteenth of March? A. Yes, sir.

Q. Meditated no lock-out? A. No, sir.

Q. Provided simply that the workmen should go along as they

were, but there should be no contract of any employer and his employé? A. And any organization.

Q. And you were going along under that manifesto from the first of April up to the tenth? A. Yes, sir.

Q. And then on the tenth some action was taken by the New York Brewers' Association, proposing some action in addition to what the United States Brewers' Association had done? A. Yes.

Q. And that was that the men should be turned out and reëngaged only on certain terms?

Mr. UNTERMYER objected to the question.

Q. Is it not true that some action was taken at the conference on the tenth of April, that meditated that the workingmen should be discharged on the sixteenth of April, and not reëmployed except on certain terms? A. The resolution states that; that unless the boycott was raised we would reorganize our working force.

Q. There was nothing in that manifesto which would necessarily change the relations of the employers and the employés? A. No; if we were not called upon to sign an agreement with the organization, our men could have gone on and worked for the same wages and the same hours.

Q. You were called upon to sign an agreement on the first of April? A. There was an agreement presented.

Q. And that caused no disagreement between employers and employés at that time? A. There was no change in their relations.

Q. So, then, it was the resolutions of the employers to force the men out that caused the action of the workingmen? A. No, sir.

Q. What was it? A. The boycott placed upon the goods of the brewers.

Q. That caused the action of the workingmen? A. That caused the action of the brewers in resolving to reorganize their working force.

Recess till 3 o'clock P. M., at which time the testimony of this witness was continued as follows:

By Mr. GRADY:

Q. Mr. Miles, did the agreement reached between the members of the United States Brewers' Association go beyond an agreement not to enter into any new contracts regarding their employés with the workingmen's union, and not to supply the customers of any member in trouble, with beer? A. That is the agreement there, sir.

Q. Take the agreement which I show you, that was entered into between the members of the United States Brewers' Association; I

ask you if it fully sets forth all the agreements reached between them regarding the employment of labor? A. There is no other agreement between the members of the United States Brewers' Association upon this question.

Q. And it is a fact that there was no further agreement than that there should be no new agreement made, and that in case any member of the association got into trouble, the other members should not supply his customers with beer? A. So far as the United States Brewers' Association throughout the country is concerned, this is the only course.

Q. And since the first of April the only relation between the employers and their workingmen was as between individual employer and individual employé; is that true? A. Yes.

Q. Unions were not recognized? A. We did not recognize the right of the union to compel us to sign a contract.

Q. After the first of April the men in the employ of the boss brewers were working without any agreement or understanding between any union and their employers? A. The old agreement had expired.

Q. The old agreement had expired, and they were being employed without any new agreement? A. Yes, sir.

Q. And without any intervention on the part of any workingmen's union? A. The workingmen's union asked us to sign a new contract.

Q. And you had refused? A. Yes, sir.

Q. So that they did not enter into the employment; after the first of April they were not involved in the agreement between the employer and the employés? A. We had no agreement after the first of April.

Q. Wasn't there an agreement to go on and pay the wages they had paid? A. That was an agreement between the brewers and their men contained in that document.

Q. Then there was an agreement between the brewers and their men? A. So far as the wages and hours of labor were concerned, we pledged ourselves to pay the same wages and give them the same hours of labor.

Q. That agreement was in existence and had been enforced without any intervention on the part of any union? A. That was our action.

Q. And had been accepted by your workmen? A. I don't think they did accept it.

Q. Didn't they continue in your employ after the first of April? A. Yes, sir; until they commenced to boycott us.

Q. Didn't they continue in your employ without any agreement, after the first of April? A. Yes, sir; until they commenced to boycott us, and then they were shut out.

Q. Was there any agreement between the employers and the union, under which the men were employed after the first of April? A. I don't think that there was.

Q. Don't you know that there was not? A. I have answered that question.

Q. You have answered the other question; I ask you to answer this one. A. The answer to the other answers this one.

Q. If the boss brewers were not willing that there should be any interference on the part of the workingmen's union, in the matter of the employment of the workmen by the brewers, upon what grounds, as far as you know, were the workingmen held responsible for the action of the unions? A. Because the workingmen were members of the unions.

Q. Is that all? A. And because the workingmen were engaged in the boycott and the unions were engaged in the boycott.

Q. Have you told us, as far as you know, to what extent the workingmen were engaged in the boycott? A. As far as I can recall at present.

Q. Then the employés of Henry Clausen & Co., so far as you know, were not engaged in a boycott? A. I don't know that they were, sir; I think I answered that this morning.

Q. And yet the workingmen in Henry Clausen & Son's brewing company were locked out because of what some other men did? A. Because they were members of the same union that encouraged that boycott.

Q. Then the employers were not willing that the individuals in th employ should be held responsible only for their individual act? A. They held the men in their employ responsible for the acts of that union and as individuals too.

Q. Of what union? A. Of the brewers' union, which was a part of the Central Labor Union.

Q. Did their members ever raise a boycott, so far as you know, or enforce a boycott? A. Yes, sir; they did.

Q. Which boycott? A. This present boycott.

Q. The members of the brewers' union? A. Yes, sir.

Q. In what way did they do it? A. As I told you this morning, by carrying out the resolutions of the Brooklyn Central Labor Union.

Q. Do you distinguish between the acts of the brewers' union and the acts of the individual members of that union; do you hold the union responsible for the acts of the individual members? A. I hold the union responsible for its acts.

Q. Did you ever hear or did you ever know or did you ever see in

the public press, that the brewers' union encouraged, enforced or sanctioned any boycott, up to the tenth of April? A. The official organ of that union encouraged a boycott.

Q. I am asking you as to the union itself, as distinguished from its official organ? A. I don't know as I can make the distinction.

Q. You don't know as you can make the distinction between the official organ of the union and the union itself? A. No, sir.

Q. There had been no agreement between the members of the United States Brewers' Association that if a member in Brooklyn or in New York or Newark was boycotted there should be a general lock-out? A. It was understood that the members of the United States Brewers' Association, in various localities, should adopt such measures as they deemed necessary to carry out that document there; and I think it is in evidence that the brewers met and decided upon a certain policy which was to be carried out.

Q. I ask you if there had been any agreement reached at any time between the members of the United States Brewers' Association that in the event of a brewer in Brooklyn or Newark being boycotted there should be a general lock-out? A. The brewers of New York city and vicinity met and resolved that unless that boycott was removed they would proceed to reorganize their working forces.

Q. You don't think that that is an answer to my question, do you? A. I do.

Q. I asked you if there had been any agreement reached at any time between the members of the United States Brewers' Association that in the event of a brewer in Brooklyn or Newark being boycotted there should be a general lock-out? A. When you ask me that question do you ask it in relation to the entire membership of the United States Brewers' Association?

Q. Undoubtedly? A. No, sir; it was the action of members of the United States Brewers' Association, and other brewers associated with them in this city, to fulfill the pledges of that agreement and to stand by one another in fulfilling it.

Q. The United States Brewers' Association is a national association? A. Yes, sir.

Q. It has no control of the affiliated associations of brewers; it has no control of the brewers' association of New York city? A. Except as they are members of it, and except as the national association adopts resolutions that are binding on the whole country.

Q. I asked you if the New York Brewers' Association is not a separate and distinct organization from the United States Brewers' Association? A. As to this matter?

Q. As to any matter. A. In this matter we are united throughout the country.

Q. Now, will you please answer my question as to whether the brewers of New York and vicinity are a separate and distinct organization from the United States Brewers' Association; I don't ask you as to whether you agree on any question or not; I ask you as to the organization? A. I don't know how to answer that question, except to say that the master brewers of New York city and vicinity do not comprise the entire membership of the United States Brewers' Association.

Q. Did it ever occur to you that there was anybody in the world who did suppose it? A. I don't know what you suppose.

Q. I ask you if the United States Brewers' Association and the Master Brewers' Association of New York and vicinity are not two separate and distinct organizations? A. So far as this movement is concerned they are a unit.

Q. Now, so far as the organizations are concerned? A. I don't know as I know what you mean, sir.

Q, If my question is indefinite in any respect, I will be glad to explain it to you; are not the United States Brewers' Association and the Master Brewers' Association of New York and vicinity two separate and distinct organizations? A. You ask me if the United States Brewers' Association and the master brewers of New York; if you ask me if the United States Brewers' Association and the Brewers' Association of New York are two separate organizations, I say yes.

Q. At this meeting on the tenth of April, was there any suggestion made that there had been any boycott raised against any of the New York firms? A. Yes, sir.

Q. By the Central Labor Union? A. The boycott I referred to this morning against Beadleston & Woerz by their workmen.

Q. Was that all? A. There was a boycott against our members who were doing business here in New York by the Brooklyn labor union.

Q. There had been a boycott by the Brooklyn Central Labor Union and the Newark Central Labor Union; was there any suggestion made that the Central Labor Union of this city had passed any resolution? A. If I recollect rightly, I think there was a resolution passed on the eighth, wasn't there?

Q. Was that question discussed at the meeting; a resolution that had been passed on the eighth? A. I presume it was, if anybody had heard of it, and I think it must have been heard of by somebody.

Q. Were the members in the conference on the tenth of April aware

of the character of the Central Labor Union, so far as the composition of its membership was concerned? A. I don't know how far they were aware of it.

Q. They knew that it was a central organization? A. Yes, sir.

Q. That it was made up of the representatives of various trades unions? A. Yes, sir.

Q. That the brewers' union was but one of many? A. Yes, sir.

Q. That it was possible that the brewers' union favoring one course, the Central Labor Union might adopt another; wasn't that true? A. Possibly.

Q. And the condition offered to the members of the brewers' union to prevent the reorganization of the working force depended, not on their action alone, but on action from the various other trade organizations? A. What is it you want to know?

Q. I want to know if the condition proposed by the master brewers to prevent a reorganization of their forces did not rest upon the action of the delegates of the several trades organizations, rather than on the action of the brewers' union alone? A. The brewers called for notice that that boycott had been removed.

Q. Who was to give notice? A. The organizations and individuals who had imposed it.

Q. The Central Labor Union, of Hudson county, New Jersey? A. Yes, sir.

Q. And the Central Labor Union, of Brooklyn? A. And the organization to which the brewery workmen belonged, whose individual members were boycotting our members here in New York.

Q. To what organization do you refer — Brewers' Union No. 1? A. Yes, sir.

Q. If the boycott had been declared by the Central Labor Union, of Brooklyn, and the Central Labor Union, of Newark, New Jersey, how do you suppose that the brewers' union, of New York, could end it? A. This notice was not only to our workmen in New York, but in other cities; they certainly could bring their influence to bear in their unions.

Q. That was not all that was required, that they should bring their influence to bear; wasn't it placed as a condition, that the Central Labor Unions in those two cities should rescind their action? A. Yes, sir.

Q. That was not in the power of any brewers' union to do, was it? A. I think it was; the brewers' unions had a voice in those central organizations, didn't they?

Q. You were asked this morning about the application of the funds

of the United States Brewers' Association; are they not sometimes applied to influence elections?

Mr. UNTERMEYER objected to the question. Objection sustained.

Q. As I understood your testimony this morning, Mr. Miles — and if I am in error you will correct me — the present controversy, in so far as it relates to the lock-out of the men in the different breweries, was occasioned entirely by the boycott imposed since the twenty-sixth of March? A. What boycott do you refer to?

Q. Any boycott that occurred since then? A. I think you misunderstood me, sir.

Mr. UNTERMEYER.— I think the witness does not understand the question.

The WITNESS.— I wish to explain it; I want to place the facts, as I understand them, right before this commission.

Q. Is it not a fact that the workmen in the different breweries were discharged because of a boycott that was declared some place, after the twenty-sixth of March? A. Yes, sir.

Q. If that boycott had not been imposed there would have been no lock-out? A. No, sir; I think not.

Q. In the address which Mr. Untermeyer read to you to-day as having been made by you at Baltimore, you say there are wrongs of the laborers that ought to be righted; have you any objection to telling us what those wrongs are? A. I say here, "That there have been exceptional cases of hardship no one denies;" I don't claim that every manufacturer in the country has treated his men as well as some others may have done; that there are wrongs to be righted no one does deny.

Q. Have you any objection to stating to what wrongs you refer that are to be righted? A. That was a general statement; I had no special individual wrongs in mind when I wrote that.

Q. Any particular wrongs that the men, as a class, were suffering? A. I don't know of any great wrongs that the workmen in the breweries, as a class, were laboring under.

Q. That refers to the workmen in the breweries? A. I believe it applies to the entire labor question.

Q. And you believe that they had a right to organize to redress any wrongs from which they suffered? A. I have never denied the right of workingmen to organize.

Commissioner ROBERTSON.— I think it is conceded by everybody that the workingmen have a right to organize.

Mr. GRADY.— It is conceded by the brewers that the men have an absolute and unassailable right to organize, if after they organize they will not do anything.

Q. There is something said here, Mr. Miles, about the possibility of the man at the mash-tub becoming an employing brewer; that is impossible now, is it not? A. Not at all, sir; George Ehret worked at the mash-tub not very long ago.

Q. What does the man at the mash-tub get? A. He gets the wages which we agree to pay him, and he gets a good deal better wages than very many men get who do similar work.

Q. What wages does he get? A. He gets eighteen dollars a week.

Q. What do you estimate would be the amount of his savings on his yearly earnings of $936 a year?

Chairman Purcell.— Perhaps I might as well announce here that, for the purposes of this investigation, we are of the opinion that we have got in pretty much all that we will be able to get in the way of light as to the causes of this controversy, and that this session will close the investigation; counsel will please confine themselves to the most important points upon which they wish to offer testimony.

Q. You stated, in answer to a question by Mr. Untermyer, Mr. Miles, that when the brewers objected to a demand that was made upon them not to use Milwaukee malt, on the ground that the contract said nothing about it, that some one said that they would take good care that that should be in the next contract? A. Yes, sir.

Q. Is that a matter within your personal knowledge? A. No, sir; I did not hear it said.

Q. No such demand was made upon you, was it? A. No, sir.

Q. No such statement was ever made to you by anybody connected with any union? A. No, sir; not made to me personally, but I heard of it very soon after it was made.

Q. Is it not a fact that without regard to anything which may have occurred prior to the twenty-sixth day of March in any part of the United States, the lock-out would not have taken place so long as there was a boycott? A. So long as there was not a boycott.

Q. So long as there was a boycott; there let me ask you, regardless of all that had transpired in any part of the country regarding the relations of the boss brewer and his workingmen, or the agreement that had been entered into by those who had signed the pledge contained in the manifesto and the resolutions accompanying it, the lock-out would not have been ordered so long as there was a boycott in Newark and Brooklyn? A. If there had not been an effort to compel the brewers to make a contract with the union, I don't think there would have been any lock-out.

Q. Did the efforts of the brewers' union of New York, so far as they were disclosed to the employing brewers, go beyond a request

on the part of a committee from that union to the employers, that they should sign an agreement? A. In some cases it went so far as to an assertion that some men had signed an agreement who had not.

Q. I ask you now if their request of the employing brewers to sign an agreement for 1888 was accompanied in any instance by a threat. A. I can not recall any at present.

Q. Didn't you know that after the employing brewers had refused to sign an agreement for 1888, a committee from the Central Labor Union had endeavored to have the question of difference arbitrated? A. I know that a committee sent a communication to the office asking for an arbitration.

Q. Of that very question? A. There was no question between us; there was nothing to arbitrate.

Q. There had been a request made to you, or of the employing brewers, to sign an agreement? A. And we had refused to sign it.

Q. And there was a matter of difference between your members and their employés, in regard to the conditions of work? A. Our employés were busily at work; I did not know that there was any difference existing between us.

Q. When did you first learn that there was a difference? A. I said that there was nothing to be submitted to arbitration between the employing brewers and their workmen.

Q. That was because the employing brewers did not propose to submit to arbitration, wasn't it? A. There was nothing to arbitrate; our employés were at work, and there was no question to arbitrate between us.

Q. And they were at work and earning wages that they were satisfied with when they were turned out of the breweries on the sixteenth of April? A. There was something else came up before that.

Q. What was that? A. That was a boycott of our goods.

Q. Then there was a question of difference; there was something to arbitrate? A. I don't think that there was any proposition to arbitrate that boycott.

Q. Wasn't there a proposition to arbitrate any difference between your members and their employés?

Mr. UNTERMYER objected to the question.

Mr. GRADY.—I am trying to discover from the witness exactly what was done between the members of the brewers' association and their employés to disturb the relations existing between the employer and the employé, between the first and sixteenth of April? A. I think the proposition for arbitration came before the boycott;

I think they requested an arbitration very soon after the first of April, when there was no trouble existing; that is my recollection of it.

By Mr. UNTERMYER:

Q. Mr. Miles, did the Brewers' Union No. 1 or any of its officers, to your knowledge, ever disclaim responsibility for that boycott, for the issuance of this poster? A. No, sir.

Q. Did you ever hear that they disclaimed responsibility for it? A. No, sir.

Q. Did you see it reasserted and reapproved in the minutes of the brewers' union, as they were set forth in the official organ? A. My attention was called to those papers as they were issued, and I took it that they came with some official force, as that is the official organ of the organization.

By Mr. GRADY:

Q. You have no relations, at any time, with any of the members of the brewers' union? A. No, sir.

Q. None of the members are employed by you? A. Of Brewers' Union No. 1?

Q. Yes. A. No, sir.

Q. So that if anybody did disclaim any responsibility for the boycott, they would not explain it to you? A. I think they would, because I was chairman of this committee and I was there at the headquarters almost constantly; and if any committee had come there, I think I would have heard of it.

Q. You were chairman of what committee? A. Of the New York brewers.

Q. Were you chairman of the committee that met on the tenth of April? A. The meeting of the tenth of April was of the New York brewers; I was not chairman of that meeting.

Q. And this lock-out had been ordered at that meeting; the reorganization of the working force was determined upon on the tenth of April? A. Yes, sir.

Q. The association of which you were president had nothing to do with the reorganization of the working force, except in so far as some members of it were present at the meeting on the tenth of April; isn't that so — of Brewers' Union No. 1 — Mr. Miles? A. Yes, sir.

Q. Is there any connection between the master brewers of the United States Brewers' Association and the Brewers' Exchange of New York? A. No, sir.

Q. And no connection with any other organization, except so far as the members of the general body may be members of the other; and

membership in your union confers no rights in the local union? A. No. sir.

Q. And membership in the local union confers no rights in the national union? A. No, sir.

By Mr. UNTERMYER:

Q. The meeting of the tenth of April was composed of some men who were members of no association? A. Yes, sir.

Q. Ale and lager beer brewers? A. Yes, sir.

Mr. UNTERMYER offered in evidence two newspapers, which were received in evidence and marked "Employers' Exhibit W 1 and X 1:"

Translation of Article in Newspaper Marked Employers' Ex. W. 1.

"HERE WE HAVE IT."

Long enough have we warned the brewer bosses not to make an enemy of organized labor, and thereby to raise up anew the threatening spirit of prohibition, but instead of keeping peace with this valuable power, and fighting with her this impending danger, the brewer bosses in a spirit of impudent arrogance have spoken out the great word. Now they need not complain if the consequences break over them with the force of a thunder storm, and the unchained hurricane sweeps them from the face of the United States of America.

In the following resolutions of the New York Bakers' Union, they will find a sample thereof:

1. *Resolved*, To fine every member who drinks pool beer, ten dollars.

2. *Resolved*, Every member who goes into a place where pool beer is on tap shall be fined five dollars.

3. *Resolved*, That, if necessary, the Bakers' Union No. 2 will render the brewers' union pecuniary assistance to the extent of their power.

4. *Resolved*, In case the brewery bosses will not in future recognize the workingmen's organization we will vote the temperance ticket at the next election.

Similar resolutions were also adopted by Carpenters' Union No. 172, and by the relief committee of the federated workingmen's union. When the trouble began some time ago in Milwaukee the brewer bosses caused the capitalist press to give out that the well-behaved, competent brewery workmen didn't trouble themselves about the union, and good wages should also be paid to such, but the union wanted to force on to the bosses incompetent, lazy and good-for-nothing men.

These hateful lies were, however, very soon disproved by facts through the united labor press. Now, then, when it concerns the recog-

nition of the contracts, our Messrs. Bosses give the matter a totally different aspect. In the discussion of a strike or lock-out of brewers the entire capitalist press says the present condition of brewing has, through the help of science and machinery, reached such a point that even in the largest breweries at the most half a dozen skilled workmen will be necessary; all the rest of the work can be done by common laborers, meaning Italians, Sclavonians and Hungarians. Now, then, say the brewers, and the entire body of organized workingmen, if you brewery bosses who have already squeezed so many millions out of our bones and who want to make the entire beer-producing and selling, as well as consuming public, still more your bondsmen, and bring them still nearer the level of the Sclavonians, Italians and Chinese, then you may go to hell with your medicine brew, then will the temperance people blow out your life's light. However miserable his condition may be, the brewer can, after all, find other work, even if it were to mix lemonade, or boil coffee, but you, you brewery bosses, your trade shall be utterly abolished and therefore we say, live and let live, or — Prohibition. If this question takes an even more definite shape it is really not our fault; the brewer bosses have willed it so; they and they only will have to stand the consequences; not their workmen, whom they have brought so low that they have nothing more to lose.

Translation of Article in Paper Marked Employers' Ex. X 1.

Not only in New York and vicinity, where the St. Vitus dance has just begun, but all over, particularly in Chicago, would we have our colleagues lay it to heart, to look up and hold up their heads. Never was this warning more needed than at the present moment; and at the same time, never has the entire laboring class shown itself so unanimous in standing back of a union whose cause they have made so fully and entirely their own as is the case with us now. Therefore is it our most sacred duty and task to show ourselves worthy of this confidence and its accompanying support. The little dissensions and differences which have arisen here and there among the members must all be forgotten now in order that the entire strength may be available for the national battle. All grumbling and quarreling must be avoided, and particularly all thoughtless and rash actions on the part of individuals. If we must hinder to the uttermost individual members from permitting themselves to sign contracts, yet we must at the same time particularly see that no strikes or lock-outs which the bosses may attempt to provoke are undertaken in individual breweries until the union has carefully con-

sidered the subject, notified the national executive and heard their opinion. There is no doubt but that the present fight will end in victory for the union, but the fullest harmony, a unanimous action and the strictest discipline will be necessary thereto. Wherever the bosses or foremen suspect rotten elements among us, there will they try to strike in an ax; it must, therefore, be the task of our members to frustrate such blows by quiet, sensible conduct. In the same respect they must have deaf ears for all sensational reports calculated to excite and confuse, such as are often spread in the world, in order that this or that one may expose a weak point and involve himself in quarrels with his colleagues. The entire reliance of the members must rest on the unity of the union; and as the officials have performed their duty up to the present time, we have the firm conviction that they will fully and entirely perform it in the hour of danger, and in fact all the more joyfully and with the more courage for the fight, when they know that every single member stands back of them, and performs nothing more than what is recognized to be the will of the entire body. We well know how to comprehend that your angry blood rises in justifiable indignation over the outrageous circular which the brewery bosses have issued, but now put a damper on your anger and you will do well. Consider that not only the labor journals, but also those from whom we might least have expected it, the capital press of the entire country, directly and indirectly admit that the brewer bosses, with their declaration of war, have made the stupidest move that has, up to the present, ever been inscribed in the ledger for such things. We can (avow it openly) to-day not yet comprehend and understand how it could be possible that so many clear heads as there still are among the brewery owners of the country let themselves be induced to join such a St. Vitus dance, to which it was evident in advance that a death-like enervation must follow, for the proceedings of the United States brewery owners against organized labor should be named a St. Vitus dance in the fullest sense of the word. The scoffing remark which one of the employés of the Brewers' Association, at No. 2 Irving place, New York, made when he said, "Beer is to the workingman the same as water to the fish; neither can live without their element," will yet come very dear to the gentlemen if they have based their hope on it. They need only have looked at the printed resolutions which different labor bodies have approved and which appeared in the New York *Volks-Zeitung*, to have formed a different opinion. The workingmen will show them that after all bread and meat are more necessary to them, and if it must be, that for a time

an equivalent for beer can be found. Our prospects are therefore very good; the more quietly and sensibly we conduct ourselves the quicker we will gain a victory. Let each individual member so act that when the storm is over he can look back on this time with pride, and will not need to feel ashamed for his colleagues and the rest of the organized workingmen. This storm once weathered then our Messrs. Bosses will not again be so anxious to burn their fingers.

Translation of Article in Newspaper Marked "Employers' Exhibit X 1."

To organized labor, the general public, and also to the press: In consequence of a circular which was issued on March twenty-sixth by the United States Brewers' Association to the brewery workmen and the public we feel ourselves called upon to answer it and give the public an explanation of its true meaning, as we are in a position to contradict every assertion therein with the most convincing proofs where ever the Messrs. Brewer Bosses have not, as continually has happened, contradicted themselves in this circular. In the first place the Messrs. Bosses assert that the reason for giving out the above circular is the utter lack of united action under the pressure of union coercive measures as well concerning the wages as the working hours, while in another place they make the assertion, printed in capital letters, that it was in no wise their intention to curtail the concessions made up to the present time in the matter of wages or working hours.

Contradiction No. 1.

Further on in the above-mentioned circular we read that the Messrs. Bosses recognize fully the rights of the workingmen to organize, a right they claim for themselves, as they also approve all that could contribute to the improvement and elevation of the position of the working man, and in spite of that they refuse to sign a contract with their workmen as an organization.

Contradiction No. 2.

In the third part of the above-mentioned circular the Messrs. Bosses pose as the friends of personal freedom as they ostensibly make reference to the restriction on the workingman to dispose of his services where and when it suits him, and yet to one's astonishment these gentlemen have for years formed a trust which forbids each of its members under penalty of a heavy fine to furnish each other's

customers with beer, and thereby deprive business men of their right to get their goods where they choose, and to permit the public to drink such beer as they like best.

Contradiction No. 3.

Though now comes the finest point in this circular. Listen and be astonished: "The unwonted power conceded to these unions has, in innumerable instances, been abused for the perpetration of tyrannical exactions and petty, humiliating annoyances. Stipulations have been broken with impunity; men, discharged as objectionable, have been forced back upon their employers; and boycott and strike have been rashly threatened and declared, when resistance to such and other irresponsible actions was attempted."

We permit ourselves to stamp this assertion as a common lie which is only calculated to turn the sentiments of the public against us, for these gentlemen can not point out a single act of violence, a single instance of a broken contract nor a single strike. On the contrary, we have always been ready and have exerted every effort in order to preserve harmony and peace between the employers and ourselves. Numerous small differences of opinion have always been settled to the satisfaction of both sides by the officials of the brewers' association and the workingmen's organization, as the press itself can certify, having heard it even from the mouth of Secretary Seifert of the association. In cases of unjustifiable dismissals of workmen, the established arbitration tribunals in which the bosses have a majority (three to two) have always decided in our favor, a proof that our grievances were justifiable, and we have never resorted to a strike or boycott because our contract hindered our doing so, although the Messrs. Bosses permitted themselves breaches of contract nearly every day; which, however, could never induce us to repay like with like, as we, even though only workmen, are men of our word. Now comes at the close the pitiful assertion that for all unpleasantnesses only the leaders of the different labor organizations, the anarchically inclined officials of the brewery workingmen's unions, are to blame, while the gentlemen forget that these are only bound to the carrying out of the resolutions of their respective unions, and that the same have repeatedly declared that they could not sympathize with anarchical ideas. We, however, believe we can assert that the Messrs. Bosses were infested with anarchism, when they (two years ago, before they had brought their trust to completion and were convinced that organized labor was a factor,) compelled, as one must take notice, their workmen on pain of instant dismissal to join the union, and signed a

contract with us joyfully. In the expectation that this will suffice to enlighten the public and labor in general as to the true state of the case, we close in the hope that all loyal citizens will sustain us in our fight against every thing by the name of "pool" or "trust" and will assist us to keep up the existence worthy of men which we have won.

(Signed,) THE NATIONAL EXECUTIVE

Of the Brewery Workingmen's Union, of the United States, for Local Unions Nos. 1, 2, 23, 24, 29, 30, 45, 32, 37, 26, 33.

LOUIS HERBRAND,
National Secretary.

A. E. SEIFERT, a witness called on behalf of the employés, being duly sworn, testified as follows:

By Mr. GRADY:

Q. Where do you reside? A. New York.

Q. What is your occupation? A. Secretary of the Brewers' Exchange.

Q. Is this the articles of agreement of the Brewers' Exchange, of which you are secretary (showing the witness a pamphlet)? A. No, sir; it used to be.

Q. When did it cease to be? A. About a year ago; probably longer than that.

Q. And other articles of agreement agreed upon in place of them? A. Yes.

Mr. UNTERMEYER objected to this testimony on the ground that the Brewers' Exchange has nothing whatever to do with this controversy.

Chairman PURCELL.— Let him go on, and we will see whether it has anything to do with it or not.

Q. Do you hold any other position except secretary of the Brewers' Exchange? A. I am secretary of the board of trade.

Q. The Lager Beer Brewers' Board of Trade? A. Yes, sir.

Q. Who compose that board of trade? A. The boss brewers of New York, or some of them.

Q. How many? A. Sixty-eight.

Q. Where is the office of the Brewers' Exchange? A. In the same office.

Q. Do you remember being visited by Mr. Kurzenknabe and some other gentleman on the Monday previous to the first of April, in relation to a new contract or new agreement between the employers and their workmen for the year 1888? A. I do.

Q. Did Mr. Kurzenknabe ask you when that agreement would be signed? A. He asked me when he could consult with the boss brewers

about it; he asked me when the boss brewers would be ready to hear him; he had written me a letter asking for an interview — either he or Mr. Herbrand, I don't know which ; I told him I had presented the letter to the board of trustees, and they had it laid over until the next meeting, for action.

Q. Did you tell him when that meeting would be held? A. I told him in the course of a few days; I believe he called on Monday; the meeting was held probably Wednesday or Thursday, but I am not positive as to the date.

Q. Are you secretary of the board of trustees? A. Yes, sir.

Q. Was this the board of trustees of the Lager Beer Brewers' Board of Trade? A. It was.

Q. Did you know at that time that an agreement had been reached between members of that board of trustees not to sign any new agreement for the year 1888? A. I don't know whether it had been agreed upon then, but it was under discussion.

Q. Don't you know that an agreement had been reached at the time that Mr. Kurzenknabe was talking to you? A. I don't believe it had been determined upon definitely.

Q. Did you have anything to do with the printing of that paper (showing the witness the manifesto)? A. No, sir.

Q. When did you first see it? A. A day or two before they were sent out.

Q. Had you seen it before the conversation with Mr. Kurzenknabe? A. I can't say that I did.

Q. Had you been instrumental in procuring signatures to the pledge contained in that circular? A. To a written agreement, I did.

Q. For how long previous to the sending out of that circular had you been so engaged? A. Two or three days.

Q. There was a meeting of the board of trustees held on the Wednesday or Thursday of that week? A. There was.

Q. And the request of Mr. Kurzenknabe and his associates was laid before the board? A. It was, for the second time; the first time was a week previous.

Q. And they had laid it over until the next meeting? A. Yes, sir.

Q. And then at the next meeting they took it up and acted upon it? A. They did.

Q. Is their action recorded in their minutes? A. I believe it is.

Q. Have you the book of minutes under your control? A. Of the executive committee, I have.

Q. Of the board of trustees? A. Yes.

Q. Will you produce them? A. I have them in my office.

Q. What action was taken by the board of trustees? A. Between two meetings this circular was issued, and I was handed one of the manifestos and directed to inform them that the views expressed in this manifesto expressed the sentiments of the board.

Q. Were you communicated with again by Mr. Kurzenknabe and his associates? A. I don't believe I was.

Q. You received a letter from the Central Labor Union or some of its representatives, did you not? A. Yes, sir.

Q. Did you lay that before the board of trustees? A. I believe I did.

Q. How often does the board of trustees meet? A. As often as occasion requires; sometimes weekly, sometimes once a month.

Q. Since the first of April, have they met daily? A. I can't say daily, but they met frequently.

Q. Almost every day? A. No, sir; not every day.

Q. Is this the reply you sent to Mr. Wiener (showing the witness a letter)? A. Yes.

Q. And you sent that by direction of the board of trustees? A. I don't believe I did.

Q. Did you consult with anybody before sending it? A. I believe I did, yes, sir.

Q. Whom? A. Some of the trustees of our board of trade.

Q. You don't recollect now just whom? A. It may have been Mr. Clausen; it may have been Mr. Miles, who is president; I can't say exactly who.

Mr. Grady offered the following letter in evidence. It was received in evidence and marked "Employes' Ex. 22."

Lager Beer Brewers' Board of Trade of New York City and Vicinity,
Office No. 2 Irving Place,
New York, 4th *April*, 1888.

Mr. Y. Wiener, *Secretary Arbitration Committee, Central Labor Union of New York, 145 East Eighth street, New York City:*

Dear Sir.— Your favor of this date was duly handed to me by your messenger; but, being very busy at the time when he called, I had to defer replying until now.

In answer to your communication, I would state that I am not aware of any trouble between this association and any journeymen brewers which requires arbitration. This in reply to question whether the brewers' association was willing to see the arbitration committee of the Central Labor Union concerning the trouble between them and the journeymen brewers. As above stated, no

trouble whatever exists between employer and employé — not to my knowledge at least.

Referring, however, to the matter which appears in public print for the past few days, I take the liberty to inclose herewith a circular letter which, I am directed to say, expresses the views of the members of this association.

I am yours respectfully.

A. E. SEIFERT,
Secretary.

Q. And the letter inclosed in that communication was a copy of this manifesto? A. Yes, sir.

Q. Were you engaged, after the tenth of April and before the sixteenth of April, in receiving applications from workingmen who were willing to take employment in the breweries in place of the workingmen then in their employ? A. I can't tell the date, but it was advertised in the public print; I was not taking them, either.

Q. Can't you tell us whether it was after the tenth and before the sixteenth of April? A. I can not; I had no charge of it; it may be; may be the manager of the bureau could tell better.

Q. How many applications have you received, Mr. Seifert? A. I haven't received any applications.

Q. Had anybody, who is in your employ or under your direction, received any? A. Not under my direction.

Q. Anybody in your employ? A. No, sir.

Q. Was there to anybody else? A. I believe there was a certain Mr. Schultz; he was the manager of it and was employed by the United States Brewers' Association, or at least, by this committee of which Mr. Miles was chairman.

Q. How long was he engaged in receiving applications? A. Three days, I believe, in the employment bureau, and some days afterwards I believe, at his own office.

Q. Mr. Schultz has an office then? A. Yes, sir.

Q. What office does he hold in the brewers' association? A. He is secretary of the Brewers' Real Society; he is secretary of the Brewers' Indemnity Fund Association; and was manager of the employment bureau.

Q. Had you ever spoken to any member of the brewers' union regarding the action taken by the Central Labor Union of Brooklyn and of Hudson county? A. I may.

Q. Do you recollect any such conversation? A. I believe I do.

Q. With whom was that conversation? A. Mr. Herbrand.

Q. And when was it had? A. Well, I did not make a memorandum of the date when, but I know it was after the publication of the manifesto and after this boycott affair.

Q. And after the publication of ——? A. Yes; I have had interviews with him for the past six months about this matter; probably a year.

Q. Have you the letter which you received from the Central Labor Union? A. Yes; I have it on file; I file all communications.

Q. Did it contain any threat? A. None that I can remember now; I don't believe it did.

Q. And the only communication that was sent, in reply to the request of Mr. Kurzenknabe for an interview, a conference, with the brewers of New York, on behalf of the brewery workmen, was that letter which you sent to Mr. Kurzenknabe? A. Yes, sir.

Q. Do you know when you sent that letter? A. I don't remember.

By Mr. Untermyer:

Q. Mr. Seifert, did you have a talk with Mr. Herbrand, with respect to union malt, in the fall of 1887? A. I did.

Q. After he had sent a letter to your association? A. Yes, sir.

Q. You knew, did you not, that subsequently letters were sent to the different brewers of New York city and vicinity, printed copies? A. I don't know whether they were sent subsequently or at the same time when I received the letter.

Q. Did Mr. Herbrand say anything in respect to what he would put in the next contract? A. No.

Q. What did he say in respect to what he would put in the next contract? A. I was asked for a reply to the letter I received from Mr. Herbrand in respect to discontinuing the use of Milwaukee malt, and he called for the letter; I called his attention to the fact that they had no right to make such a demand of our association, inasmuch as Brewers' Union No. 1 was under a contract; when I showed him that he could not refuse to handle it, or his men could not, he acknowledged that point was well taken, but either Mr. Kurzenknabe or Mr. Herbrand (I forget which of them it was) said that they would take good care, in the next contract, to provide for it that their men could refuse to handle scab malt.

Q. You knew that the brewers of Brooklyn and New Jersey had trouble about the malt; hadn't it been reported to the association? A. Yes, sir.

Q. You had a talk with Herbrand after April first? A. I did.

Q. Herbrand says that you told him that half the brewers would sign a contract and half of them would not; did you ever tell him any such thing as that? A. I did not, most emphatically.

Q. He says also that you said you would see if you could get him a contract; did you say any such thing as that? A. I did not.

Q. What did you say? A. When I saw Mr. Herbrand after I told him that the best thing he could do was to allow his men to work, allow them to belong to his union, because, I said, "No brewer will discharge his men because they are members of the union;" and I said, "So long as you don't create any trouble things will work smoothly;" and I said, "if any brewer ever violates any of the clauses in the manifesto, you come to me and I will try to have it rectified; and then if they refuse to make it right, then it will be time enough for you to try and enforce your demands."

Q. What did he say to that? A. He said, "If you can tell me officially, as the secretary of the brewers, that they will abide by this, I may have it accepted by the Central Labor Union and by our executive;" but he said, "if you tell it to me officially I may have it accepted."

Q. What did you say to him? A. I said that that was my opinion; that if he would let it go on, and the brewers violated the manifesto, then it would be time enough for him to act.

Q. Did he allow his men to continue at work? A. He did not.

Q. What did his union do? A. I don't know that of my personal knowledge; I am on the stand to testify what I know of my own knowledge; the others are from observation or hearsay.

Q. Don't you know of a boycott? A. I do; that is what I read about or hear about.

Q. Haven't you seen boycott circulars in connection with this trouble? A. I have seen quite a number of them.

Q. And because you were not in the union and did not hear what was done; you cannot testify to it? A. Only what I know of my own knowledge.

Q. Without regard to what you heard or saw in the union, I want to know what you know about it; haven't you seen prints of it in the newspapers? A. I have; Mr. Herbrand told me if we did not make a contract it would be a bitter fight.

Q. When did you have the conversation in which Herbrand said that; was it before the first April? A. I think it was.

Q. Did he say in what respect you would have a bitter fight, if the

brewers did not make a contract? A. He said that all the unions would take up the fight.

Q. On the ninth of April you saw the resolutions of the Central Labor Union that were passed on the eighth of April, didn't you? A. I did.

Q. And was that the occasion of the meeting of the tenth of April, at which certain resolutions were accepted? A. I believe it was.

Q. And after that notice was prepared and posted up, did you see the reiteration in the papers of the sixteenth of April, of the boycott resolutions of Sunday, the fifteenth? A. I believe I did.

Mr. Gompers asked that the record of the testimony taken yesterday be corrected, so that the characterization of a speech delivered by him to the Central Labor Union, should read "an ardent address" instead of "a fiery speech."

William A. Miles, being recalled, testified as follows:

By Mr. Grady:

Q. Is the Rochester Brewing Company represented in the United States Brewers' Association? A. Yes, sir; they are members.

Q. Represented by whom? A. By Mr. Oothout.

Q. Have they an agency in New York city? A. I have never seen it; I have heard of it; I believe they have.

John Campbell, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. Grady:

Q. Are you engaged in business in New York city? A. Yes, sir.

Q. Where? A. Eighty-six West street.

Q. What is your business? A. Liquor business.

Q. Did you make a request of the Rochester Brewing Company to be furnished with beer? A. I did.

Q. And is that the reply that you received in answer to your request? [Showing the witness a letter.] A. Yes, sir.

Mr. Grady offered this letter in evidence.

Mr. Untermyer objected to it being received in evidence, on the ground that, as it is dated May 3, 1888, it has nothing to do with the causes that led to this controversy.

Chairman Purcell—Inasmuch as we have received testimony on both sides, of matters that have occurred since the lock-out, we do not think it would do any harm to let this go in.

The following letter was received in evidence, and marked "Employés' Exhibit 23:"

ROCHESTER BREWING COMPANY,
OFFICE, 125 HUDSON STREET,
NEW YORK, *May* 3, 1888.

JOHN CAMPBELL, Esq.:

You can get all the beer you want, if you will send me a permit from your New York brewer.

Yours truly.

THEO. REINECKE.

By Mr. UNTERMYER:

Q. Who was your brewer? A. Monroe Exstein.

Q. Had you been satisfied with Mr. Exstein's goods? A. Yes, sir.

Q. Who asked you to change your brewer? A. Nobody.

Q. What was your reason for wanting to change your brewer? A. I wanted to get rid of the beer I had.

Q. What was your reason for wanting to get rid of the beer you had? A. Nothing; but the men around there didn't like it.

Q. The same men who had liked it and had drank it right along before? A. That I don't know; I have not been there very long myself.

Q. Who told you they did not like the beer? Name any of them, if you see them here in court. A. There are none of them here in court.

Q. Do you know Mr. Kurzenknabe or Mr. Herbrand? A. No, sir.

Q. You read in the papers that Mr. Exstein's beer was being boycotted, didn't you? A. Yes, sir.

Q. Did you know who was boycotting it? A. I had a faint idea, but I was not sure.

Q. You had a faint idea that his beer was being boycotted by labor organizations, didn't you? A. Yes.

Q. When did you first try to change your beer? A. About two weeks ago I first tried.

Q. And you did not claim that the Rochester Brewing Company was bound to sell you beer if they didn't choose to, did you? A. No, sir.

Q. Did they choose to? A. Not unless I got a permit from my brewer.

Q. Did you get a permit? A. I didn't try.

Q. You did not ask Mr. Exstein? A. No, sir.

By Mr. GRADY:

Q. You did not suppose that there was any liberty-loving brewer up in Rochester who could not sell you beer if he chose, did you? A. No, sir.

By Mr. Untermyer:

Q. Did you try any other brewers known as union brewers? A. I tried only one other.

Q. Which one was that? A. The Fitzgerald Brewing Company.

Q. What did Mr. Fitzgerald say was his reason for not giving it to you? A. I got no answer.

Mathew Bark, a witness called on behalf of the employés, being duly sworn, testified as follows:

By Mr. Grady:

Q. Are you a delegate to the Central Labor Union? A. I am.

Q. From what organization? A. Tin and sheet-iron workers.

Q. Do you remember a discussion at the meeting on the fifteenth of April, regarding the attitude of the brewers toward their workmen? A. I do.

Q. Did you, at that meeting, offer a resolution that referred to the public statement in the newspapers, that if a certain boycott was not raised by the sixteenth of April the brewers would reorganize their forces? A. I offered an amendment to a resolution.

Q. Is that the amendment that was offered (showing the witness a paper)? A. This is the amendment that I offered to be substituted for the resolution that was under consideration; I offered it as a substitute for the resolution that was under consideration.

Q. Which was adopted? A. This was adopted.

Q. What became of the resolution of which it was the substitute? A. I suppose it went in the waste-paper basket; I don't know.

Q. Was there any other action taken at that meeting of the Central Labor Union, in regard to the notice of the brewers published in the press, connected with the boycott? A. No; not that I know of.

Q. You were at the meeting all the time? A. I was at the meeting all the time.

By Mr. Untermyer:

Q. Did you attend the meeting every Sunday? A. With two exceptions, I think I have been at every meeting for the last two years.

Q. Do you recollect everything that occurred at the meeting on the fifteenth of April? A. No, sir.

Q. And you would not say that that is the only action that was taken at that meeting? A. That is the only resolution that was acted upon, in reference to this matter.

Q. Do you know that that paper represents all that took place in reference to the brewers' trouble, and all upon which action was

taken, at that meeting? A. That represents all upon which action was taken.

Q. Is it in your handwriting? A. That is my handwriting.

Q. When did you last see that paper before it was handed to you just now? A. Before this board took a recess to-day.

Q. And when did you last before that see it? A. I have seen it every day.

Q. Were you here every day since this investigation opened? A. No; I was not here the last day.

Q. Were you here every other day? A. Yes, sir.

Q. Are you engaged in any employment? A. Yes, sir.

Q. In what employment are you now engaged? A. I am a tin and sheet iron worker.

Q. And has this paper been in your possession since it was used at the Central Labor Union? A. That has not; that is a memorandum of what occurred.

Q. That is the paper from which the resolution was read, or is it the resolution which was offered by you? A. That is a duplicate copy of the resolution.

Q. Where is the original? A. I don't know.

Q. When did you last see it? A. When I presented it to the secretary of the Central Labor Union.

Q. From what source did you get this paper. A. Right here.

Q. When did you write the paper which I hold in my hand? A. I made that memorandum about three or four days ago.

Q. From what source did you get the information contained in it? A. It don't contain any information.

Q. From what source did you get the statements or the resolutions therein contained; did you evolve it out of your own mind? A. Just exactly; the source from which your ideas come.

Q. This is not an idea which you got three or four days ago; this, you say, is an exact copy of a resolution which was passed by the Central Labor Union on the fifteenth of April? A. Yes, sir.

Q. Is that the form of the resolution that was passed by the Central Labor Union on that Sunday? A. I say that those are my sentiments, and they were years ago and they will be years hence.

Q. You say you prepared the resolution that was presented at that meeting and was passed? A. It did not require any preparation.

Q. Did you prepare it? A. No, sir.

Q. Who wrote the resolution that was presented and passed by the Central Labor Union on that Sunday; did you prepare it? A. No, sir.

Q. When you say no, you mean yes? A. I wrote it without preparation; if you say what you mean I will know what to answer.

Q. You say you wrote the resolution yourself? A. Yes, sir.

Q. After you wrote the resolution what did you do with it? A. Laid it on the secretary's table.

Q. And you heard it read? A. Yes, sir.

Q. And you heard it passed? A. Yes, sir.

Q. Have you seen the minute book of the Central Labor Union containing the minute of any such resolution then passed? A. I have.

Q. When did you see it last? A. To-day.

Q. Where was that minute book when you saw it to-day? A. It was in my hands.

Q. Where; at what place in the city of New York? A. It wasn't in the city of New York at all.

Q. Where was it that you saw that book to-day? A. In the city of Brooklyn.

Q. Where in the city of Brooklyn? A. I can't recollect the place, because I was aboard an elevated train at the time.

Q. Was there anybody with you; were you in company with anybody else? A. There were probably twenty or more on the train with me.

(The Board instructed the witness o answer the question.)

Q. Were you in company with any other members of your union when that book was examined? A. I didn't know any one on the train at the time, to my knowledge.

Q. Did you come to New York with that book? A. I brought the book with me.

Q. Is that book in the court-room now? A. I haven't it.

Q. Who has it? A. I don't know.

Q. Where did you leave it? A. On the table.

Q. Are they the minutes of the Central Labor Union of New York? A. They were represented to me to be the minutes of the Central Labor Union of New York.

Q. Who represented them to be that? A. The person who came with me.

Q. Who was it? A. The wife of the recording secretary.

Q. Will you now give her name. A. Mrs. Wood.

Q. From what place in Brooklyn did you get that book? A. I forget.

Q. What street? A. I don't think it is a street; I think it is a place.

Q. In what part of Brooklyn was it? A. I am honest about not

knowing where the place is, because the address had to be written down, and I left it there.

Q. Did you copy this which I hold in my hand from that book? A. No, sir.

Q. Did you have anything before you in the way of a writing when you wrote this which I have in my hand? A. No, sir.

Q. Did you write that, which you now say is a duplicate of the resolution passed by the Central Labor Union on the fifteenth of April, entirely from memory? A. Entirely from memory.

Q. Have you compared it with the resolution on the book? A. No, sir.

Q. And yet you assert that it is an exact duplicate of the resolution passed? A. I say that it is, to all intents and purposes, a duplicate of the resolution passed.

Q. Do you state that it is an exact duplicate of the resolution passed? A. No, sir.

Q. You did not wish to be so understood when you made that statement to the Board, did you? A. No, sir; I did not.

Mr. UNTERMYER then asked that the witness take the book of minutes of the Central Labor Union and read from it the resolution that was passed. The book was produced and shown to the witness.

Q. Commence with the proceedings of the Central Labor Union on the fifteenth of April; on what page do the proceedings commence? A. One hundred and three.

Q. Please read from page 103 anything in that book, anything bearing on the journeymen brewers' troubles. A. I can't; there is nothing.

Q. Read from the book anything that you find on page 104 relating to the troubles of the journeymen brewers. A. "The Central Labor Union then went into executive session. A communication from the National Union of United Brewery Workmen was received, and a report of the joint committee of arbitration and boycott was read. Resolutions were unanimously adopted that in case members of the several branches of the industry, employed in the breweries, are locked out, no person belonging to a labor organization here represented will take the place of a brother under such circumstances. Also, that the friends of labor shall not patronize any place where beer is sold, except such as is recommended by the Journeymen Brewers' Union from day to day. The resolutions, as presented, were adopted unanimously and ordered given to the press."

Q. Have you now read from page 104 everything contained on that page recorded as bearing on the brewers' troubles? A. Yes, sir.

Q. Is there anything on page 105 bearing on the brewers' troubles? A. There is not.

Q. Is there anything on page 104 of the book in the nature of instruction to the Central Labor Union delegates, or to anybody else, in connection with the trouble, except what you have read? A. Yes, sir.

Q. Read it? A. "A resolution to select a committee to secure Cooper Union to hold a mass meeting during the coming week and to secure speakers for such meeting adopted. Delegates Russell, Jablinowski and —— were named as the committee."

Q. Does that embrace everything contained on page 104 in connection with the brewery troubles? A. There is nothing more.

Q. And nothing at all on page 105? A. Nothing at all on page 105.

Q. And on what page do the proceedings of the meeting of April fifteenth end? A. One hundred and five.

Q. Please turn back in the book to the proceedings of the meeting of April eighth; on what page do the proceedings of the meeting of April eighth begin? A. Ninety-seven.

Q. Is there anything on page 97 in respect to the brewery troubles? A. No, sir.

Q. Anything on page 98 on that subject? A. Yes, sir.

Q. Please read from page 98 the first entry there appearing on that subject. A. "Section 10 also presented resolutions concerning the brewery employés, which were laid over until the report of the arbitration committee. The body then, on motion, went into executive session to receive the report of the arbitration committee on the brewery trouble. The committee presented a written report, which was received and referred to the boycott committee, who will act in conjunction with the arbitration committee, and report a plan of action to this body."

Q. Is that all on that subject? A. That is all that is on pages 98 and 99.

Q. Anything else in the proceedings at that meeting upon the subject of the brewery trouble? A. No, sir.

Q. To what does section 10 refer, or to whom? A. Section 10 is one of the sections into which the Central Labor Union is divided; section 10 is composed of miscellaneous occupations which can not be classified as trades; who are not in the clothing line; who are not in the food-producing line; who are not in the building trades.

Q. Are the brewers included in section 10? A. No, sir; they are food-producers.

Q. They are food-producers? A. That is the section they are in, I mean.

Q. The resolutions which were read referred to the resolutions which were presented; are those resolutions, referred to in the minutes themselves, recorded anywhere in the book, that you know of? A. I don't know.

Q. Just look at page 98 and give me your best recollection of what was the resolution there referred to; on page 98 reference is made to certain resolutions presented on the subject of the brewery troubles; do you know what those resolutions were? A. I do not, because there is no mention made there of them being read; it mentions there that they were handed in and laid over, as it were, to some other time.

Q. Laid over until the report of the arbitration committee? A. Yes, sir.

Q. The report of the arbitration committee was taken up at the same meeting, was it not? A. Yes, sir.

Q. They went into executive session and took up the report of the arbitration committee; what was that report? A. My best recollection is that they had visited several employing brewers, and they could not persuade them that it was to their interest to make an agreement with the journeymen brewers.

Q. It is stated that the matter was then referred to the boycott committee? A. Yes.

Q. Of whom is that boycott committee composed? A. I don't know; I have some knowledge of the committees of the Central Labor Union, but I have no knowledge at all of who compose the boycott committee.

Q. That is a secret, is it? A. No; I believe the members of the committee, themselves, know it; it is not a secret.

Q. Have you no knowledge of who any of the members of the boycott committee are? A. No, sir.

Q. How many members are there of that committee? A. I am not sure, but I think there are four.

Q. How are they selected? A. They are elected by vote of the members of the Central Labor Union.

Q. When was the last election? A. I think the last election was in March, 1888.

Q. For whom did you vote on that occasion? A. I don't know.

Q. Were you present at that election? A. I was.

Q. Who was elected? A. I don't know sir; I never did know.

Q. Is the election of the boycott committee openly declared at the

meeting — the result of the election openly declared at the meeting? A. Certainly.

Q. And were you present when the result of that election was declared? A. I think I was not present.

Q. You were present when they were voted for, but you were not there when the result of the voting was declared? A. I don't think I would willingly stay there, because it is a committee that I don't take any interest in; I would not be a member of that committee.

Q. Are you a member of the boycott committee? A. No, sir.

Edward Finklestone, a witness called on behalf of the employés, having duly affirmed, testified as follows:

By Mr. Grady:

Q. Are you a delegate to the Central Labor Union of New York? A. Yes, sir.

Q. From what organization? A. Barbers' organization.

Q. And with what section of the union is that organization connected? A. Section 10, called miscellaneous section.

Q. Are there any members of the brewer's union connected with that section? A. No, sir.

Q. Under the constitution of the Central Labor Union of New York, have they any control over the action of the Central Labor Union of Brooklyn? A. Not the slightest.

Q. Or of the Central Labor Union of Hudson county, New Jersey? A. Not the slightest.

By Mr. Untermyer:

Q. Were you present at the meeting of the Central Labor Union on the eighth of April? A. I don't know.

Q. Were you present at the meeting of the Central Labor Union of the fifteenth of April? A. I don't know.

Q. Try to refresh your recollection and see if you can recall any transaction that occurred at the meeting of the eighth of April or the fifteenth of April? A. I can tell you that I was present at one meeting in April, but I can't tell which one it was.

Q. There were four Sundays in the month of April? A. Yes, sir.

Q. Do you mean to tell the Board that you don't remember whether you were present at any meeting of the Central Labor Union in the month of April? A. That is exactly what I want the Board to know.

Q. Do you remember whether you were present on any of the five Sundays of the month of April? A. I won't say that I remember being present at any particular meeting, but I know I was present at

one of the meetings of the month of April; if you will call my attention to some particular business, I might remember.

Q. Who are the delegates to the Central Labor Union from Brewer's Union No. 1? A. I don't know them by name.

Q. You have been present during this investigation all the time? A. No, sir.

Q. How long have you been present? A. The last three days.

Q. And you are a barber, you say? A. Yes, sir.

Q. Were you present at a meeting in the month of March, when a boycott committee was appointed? A. I presume I was.

Q. Do you know of the existence of such a committee? A. Oh, yes, sir.

Q. Does the constitution and by-laws provide for such a committee? A. I don't know.

Q. Have you read the constitution and by-laws? A. I have seen them.

Q. Do you carry a copy with you? A. I will see; yes, I have one.

Q. Will you just look at it and see whether you find any provision in it for a boycott committee, and if so, what the duties of the committee are; do you find any provision there? A. Yes, sir; shall I read it?

Q. Yes, read it. A. "The boycott committee shall, in conjunction with the union desiring its services, assist in all boycotts, after the Central Labor Union have voted to sustain the same; but shall devise its own plans of action and methods of procedure, which it shall report weekly to the Central Labor Union, which body shall have power to advise and instruct." It is article 8, section 6.

Q. Were you present at the election of the boycott committee in March, 1888? A. I don't know.

Q. Were you present at any meeting in March, 1888? A. As I said, I must have been present at one of the meetings.

Q. And one in April? A. Yes; I am positive of one meeting in each month of the year.

Q. Do you remember whether at the meeting when you were present an election of a boycott committee was had? A. I don't.

Q. Do you remember whether you were present at any meeting when an election took place, in the last six months? A. No, sir; I do not.

Q. How long have you been a delegate to the Central Labor Union? A. About two years.

Q. You have no connection with the members of the boycott committee? A. No, sir.

Q. Were you present when the brewery trouble was under discussion, in the month of April, this year? A. I believe I was.

Q. Were you present at more than one meeting when the brewery trouble was under discussion? A. Yes, I am positive of two meetings.

Q. In the month of April? A. Yes.

Q. Your memory has revived? A. No, sir; I told you that if you would call my attention to some particular business, I might remember.

Q. Now, in the month of March, do you remember if a boycott committee was appointed at a meeting held in that month, at which you were present? A. No, sir; the business was not of sufficient importance for me to remember.

Q. The brewery trouble was of importance to you? A. Yes, sir; it was of great importance.

Q. Do you remember what resolutions were adopted at the meeting on the eighth of April or the fifteenth of April? A. No, sir.

Q. It was not of sufficient importance? A. No, sir.

The employés then rested their case.

Gallus Thomann, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. Untermyer:

Q. What is your connection with the United States Brewers' Association? A. I am the manager of their literary bureau.

Q. Do you know Mr. Herbrand and Mr. Kurzenknabe? A. I know both of them very well.

Q. Did you have a talk with Mr. Kurzenknabe in 1887 concerning the troubles between his union and the brewers? A. I had frequent conversations with him.

Q. I refer to the one in particular of which you spoke to me. A. That was with Mr. Herbrand.

Q. When was that? A. I don't remember the date; I have had friendly discussions with both gentlemen; but as near as I can recollect, it was after the Milwaukee trouble.

Q. In the year 1887? A. In the year 1887.

Q. What was the interview? A. We were discussing the attitude of the association gentlemen; and I was in the habit of reproving him for his warlike tone; I told him that I was convinced that there was a general disposition, on the part of the brewers, to alienate their employers, and that he should use his influence to prevent that, and if that interest was cultivated among the members of his association (he being a very well educated man) he would further their interests;

and I told him that his own followers could not favor a boycott of the Milwaukee malt, because it was unjust; I said "You have no right to boycott the Milwaukee malt under your contract with the employers;" I said, "Your own followers are not fools enough to follow you in that; they know they have no right to do that;" he said, in answer to that, "Hereafter we will make bigger fools of them still;" that was Mr. Herbrand.

Q. You have been a member of the United States Brewers' Association since 1886, haven't you? A. Since 1883.

Q. You have known all about these matters, haven't you? A. I did, because I took great interest in it.

Q. Do you remember what gave rise to the resolution that was adopted in St. Louis in 1886? A. That meeting was to be held in May, 1886, in San Francisco; the reason of the postponement was labor troubles in different parts of the country; there was a strike in Cincinnati, on account of the employers wishing to employ other than members of the union, and there was a strike in Milwaukee about that time or at the same time, and there was labor trouble in different parts of the country; so that if the meeting had been held in San Francisco there would not have been a good attendance of the members; when the meeting was held the matter was discussed somewhat by the board of trustees, and there seemed to be a disposition to treat their employés very fairly, but there seemed to be a general understanding not to sacrifice their own dignity and their own rights; and one of the gentlemen said that one of the difficulties heretofore was outside competition; that the local markets were overcrowded with the beer of outside brewers; and for that reason, a resolution shall be adopted that is for mutual protection, that they shall not invade any markets in which the brewers were being boycotted, or in which there was any labor trouble growing out of unjust demands.

Q. What was the immediate cause of the manifesto of March, 1888? A. That was the Milwaukee boycott.

Q. And that brought about that action? A. That action, yes; it was stated that it would be useless to enter into contracts; the bosses on the one side were all held, and in fact were all perfectly willing to be held to the stipulation of the contract, so far as they were concerned, while the workmen could break them at any time, and the demand that was made on the Milwaukee brewers might be made on all the brewers throughout the country; it is true the demand was not insisted on when it was seen that the brewers had the public sentiment with them.

Q. The boycott was kept up all the same, wasn't it? A. The boycott was kept all the same; and the Milwaukee brewers did not do anything until there was a ball of some of the brewers in one of the breweries, and they approved of the boycott ostentatiously by not drinking Milwaukee beer.

By Mr. Grady:

Q. You don't know that any Milwaukee workingmen refused to drink Milwaukee beer? A. Of my own knowledge?

Q. Yes? A. I believe that was understood at the time I gave my answer, that I was not in Milwaukee at the time; I have derived my knowledge in the matter from information from employers, but also from employés.

Q. And in giving your evidence before this Board you have not distinguished between those things that you knew of your own personal knowledge and those which you derived from other people? A. I derived my knowledge the same as you, from reading books or from statements made by people whom I know to be well versed in the subject, and whom I have heard talk; the statements that I have made were derived mainly from the brewers and the workingmen.

Q. In your department you have kept yourself informed not only of the action of the workmen, but also of the employing brewers? A. I had to, because at one time I was instructed to inquire into the feeling of the employing brewers in regard to their workmen; and I have written to every city in the union and received letters from them, and am pretty well informed on the subject.

Q. And not only in regard to their workmen, but in regard to the transactions of brewers generally, you have kept yourself informed? A. To what transactions do you refer?

Q. Their transactions generally; the associations that they have formed throughout the country? A. Yes, sir; to a great extent.

Q. And the objects of those associations? A. Where I know an organization exists I am very apt to know its objects.

Q. Do you know of the existence of the Brewers' Exchange? A. Of what place?

Q. Of New York city? A. Yes, sir.

Q. Do you know the object of that organization? A. No, I do not; I have never gone into that; I presume it is an organization for the mutual protection of its members.

Q. Do you know the means they adopt to carry out their objects? A. I do not, because I don't attend their meetings; I don't think they

differ materially from the methods of the United States Brewers' Association.

Q. Do you know that there was collected a tax of two dollars upon every barrel brewed? A. I know nothing about it.

Q. You did not know that they had taxed themselves two dollars a barrel for every barrel they sold? A. I know they tax themselves ten cents a hundred barrels or twenty cents a hundred barrels.

Q. You mean the United States Brewers' Association? A. Yes, sir.

Q. Don't you know that the members of the Brewers' Exchange tax themselves; don't you know that they tax themselves two dollars a barrel? A. I don't attend their meetings.

Q. You have said a good many things here that you did not derive from meetings that you attended. A. I beg your pardon; I derived my information from what I have heard in meetings and from talking with employers and with employés.

Q. Don't you know that the members of the Brewers' Exchange, for some purpose, tax themselves two dollars per barrel for every barrel of beer that they sell? A. No, sir; I do not.

Q. Never heard of it? A. No, sir; I never heard of it.

Q. Did you ever read their articles of association? A. I did not.

Q. Is not the Brewers' Exchange the most important association of brewers in the city of New York? A. I should think it was.

Q. And you are the head of the literary bureau of the Brewers' Association of the United States? A. I have so stated; it has nothing whatever to do with the literary bureau, their political actions; if they hire a speaker for a campaign, or issue a pamphlet, or any other matter bearing on their trade, I would take good care to get a copy of that pamphlet, file it away or do as I thought fit.

Q. The St. Louis resolutions advise what action on the part of the employing brewers? A. Really no action; it was a policy of non-interference, hence no action; in fact, that resolution is known as the resolution of non-interference.

Q. When you say non-interference, am I to understand that it called for no action further than that the members should not interfere with the customers of any brewer who was in difficulty on account of any strike or boycott. A. It is that precisely.

Q. It never went further than that. A. No.

Q. The manifesto does go further than that? A. The manifesto is something entirely different from the St. Louis pledge.

Q. This St. Louis resolution was adopted in 1886? A. Yes.

Q. Did not deal with questions of labor at all? A. Indirectly it did.

Q. Except that the customers of a brewer in trouble should not be supplied with beer? A. That is all.

Q. The manifesto that was published went to the extent that no contract should be signed? A. Yes, sir.

Q. And stopped there, reaffirming, of course, the St. Louis resolution? A. And adding to it.

Q. And adding to it? A. The manifesto was changed from the time of the St. Louis resolution to the time the manifesto was published.

Q. And there the action of the United States Brewers' Association ended? A. I don't know that I am prepared to say yes; if you will permit me to think — yes, sir.

Q. They are not in any way responsible for the lock-out? A. Except in so far as the manifesto has given rise indirectly to it.

Q. They are responsible to the extent of directing that no new contracts shall be made? A. Because the old contracts have been violated by the workmen.

Q. None of these violations have come within your personal knowledge, have they? A. Yes; within my personal knowledge.

Q. What contract is that? A. The Milwaukee contract.

Q. In what way was that violated? A. Because it did not provide in that contract that the brewers should use a certain kind of malt; that contract simply stipulated that the men should be paid certain wages for certain hours of work, and stipulated in regard to the management and regulation of apprentices, etc., and not a word was said in that contract about the kind of malt.

Q. Did you ever see a Milwaukee contract? A. I did; and when the brewery employés threatened to strike because a certain kind of malt was used, they violated, as a matter of course, the contract; the Milwaukee brewers claimed then that they had a right to annul the contract which one side to it had broken, but they did not annul it until the boycott was declared, and not even then until their own workmen refused, outside of the brewery, to drink Milwaukee beer.

Q. All these facts are within your personal knowledge? A. All these facts are within my positive knowledge.

Q. I asked personal knowledge? A. Well, my personal knowledge.

Q. Did you know that representatives of the Brewers' Union in New York, during the time of the difficulty over the Milwaukee malt, had gone around to the breweries and insisted upon their members handling the Milwaukee malt? A. What malt do you refer to?

Q. What is called scab malt? A. Yes, sir; I have seen letters; that was accidental; I did not put myself in the way of seeing these things,

but I had a conversation with Mr. Herbrand; I have seen a letter notifying the employing brewers of New York that they should not use Milwaukee malt.

Q. I wanted to ask you if you know that Mr. Kurzenknabe, the secretary of the Brewers' Union, had gone around to the breweries of New York city and vicinity, at the time of the agitation regarding scab malt, to insist upon the members of his union handling what is called scab malt? A. No; and I said so in my first statement; they did not insist upon it when they ascertained that the demand of the same kind in Milwaukee was unjust and was a failure and had brought on a great deal of trouble.

Q. So that there was no difficulty in New York regarding scab malt? A. I beg your pardon, there was; I heard Mr. Schaefer say that a certain delegation waited on him and asked him whether he was going to use that malt or not, and this was said rather threateningly; but I admit that it was not insisted on with all the vigor that such demands are usually insisted upon.

Q. Did you know that Mr. Kurzenknabe had gone to Mr. Schaefer's brewery and told Mr. Schaefer's workmen that they were under obligation, under their contract, to handle the malt without reference to where it came from? A. I have answered that question already, in the first place, by saying that Mr. Herbrand said that in future they would see that they had that right; he admitted that they had not that right under the contract.

Q. I am asking you if the workmen in Mr. Schaefer's brewery waiting on him and asking him in regard to his intention; if you heard that Mr. Kurzenknabe went into that brewery and directed the workmen to handle that malt? A. No; I did not.

Q. You heard about the workmen waiting on him and asking if the malt should be handled? A. Yes, sir.

Q. You never heard of the representative of the employés' union going into that brewery and directing the workmen that they must handle that malt, as they were bound under contract to do it? A. I never heard Mr. Kurzenknabe direct the men to handle that malt.

Q. I ask you if Mr. Kurzenknabe directed his men to use scab malt? A. I didn't understand that question; I don't see any sense in it.

Q. Mr. Schaefer was entitled to handle any malt he saw fit, wasn't he? A. Yes, sir; he was entitled to, but he had received a letter from the union telling him that he must not use it.

Q. From the national union? A. No; from the local union.

Q. Did you see that letter? A. I believe I saw that letter.

Q. Don't you think it would be an entirely sensible proceeding for

Mr. Kurzenknabe to go to Mr. Schaefer's employés and tell them that under his contract he was entitled to use any malt that he pleased? A. Yes, sir.

Q. And so there is some sense in my question as to whether Mr. Kurzenknabe had done that very thing? A. I hadn't heard of him doing it.

Q. When you spoke of the sacrifice of dignity of the brewers, to what did you refer? A. I will tell you what I referred to; I referred to an attempt to whip a man into doing that which he conceived to be unjust; that is what I meant, and the word whip is not my own; I borrowed it from Mr. Herbrand and Mr. Kurzenknabe saying boycotts will whip or drive a man to do most anything.

Q. You don't believe in a man being whipped into paying wages which he believes are unjust? A. I believe to a certain extent that a man who underpays his employés ought to be forced to give them good wages.

Q. And any coercion that is used to produce that effect you think is justifiable? A. Any legal coercion that is brought to bear upon him for that purpose I believe is justifiable.

Q. You believe that an employer can be legally interfered with by outsiders in regard to what he shall pay his employés? A. I said legally coerced into paying his employés good wages, and I have a case in point: the local association of brewers have agreed that their members shall pay good wages, and for certain hours; the hours can not be more, but they may be less; I hear you call that coercion on the part of the bosses; there is an example; the brewers do not say you shall pay such wages, but they say unless you do we will have nothing to do with you, and until you live up to it we will regard you as a dishonorable man.

Q. Do you think it is a legal act for a brewer to refuse to supply beer to a customer of a brewer in trouble? A. I do; and I consider it a perfectly proper thing to refuse to assist the employés in doing what is an illegal act.

Q. That is a strictly legal act refusing to supply beer to a customer of a brewer in trouble? A. I think it is a perfectly legal act.

Q. You do not think it is a legal act for the workingmen to combine to buy beer of no man whom they don't like? A. I have said nothing of the kind.

Q. Well, do you? A. If they see fit to do it.

Q. You do not think that is an illegal act? A. No; but I would think it was an illegal act for them to refuse to buy the beer which

they work at manufacturing, and which they drink to a pretty large extent, without any charge, in the brewery.

Q. Do you believe that to be an illegal act, for which they are justified in refusing to supply customers? You said it was an entirely proper thing for a brewer to refuse to supply beer to a customer of another brewer in trouble. A. You have not established to my satisfaction that any brewer has refused to furnish his wares to anybody; I mean to say that it is perfectly justifiable to refuse to supply beer to the customers of another brewer who is in trouble on account of a strike or a boycott.

Q. I ask you if you consider it an illegal act that the brewers should combine to refuse to buy beer of any particular man whom they do not like; that is not an illegal act, is it? A. Of course not.

Q. So that there was nothing illegal in the Milwaukee workmen not drinking the Milwaukee beer at their ball? A. Oh, yes, there was; there was the violation of a contract; no; I should have said it was illegal; there was a violation of a contract which they had entered into with their employers, by which they had freed their employers of all the obligations which they had formerly entered into.

Q. In what way had they violated the contract? A. I believe I have stated that as fully as possible; that there was nothing in that contract in relation to where the employers shall buy malt; they had no right to even threaten a strike because their employers used a certain kind of malt; if that had been carried out there would have been a violation on the part of the employés, but there was nothing of that kind in the contract; the contract provided that they should get certain wages for certain hours; then the employés violated that contract flagrantly by asking them not to buy malt at certain places, and if they did, they threatened to strike; while that may not be illegal, there was a flagrant violation of the contract.

Q. There was nothing in the contract to require the men to buy the beer of the bosses? A. There was nothing in the contract.

Q. There was nothing in the contract to compel them to drink Milwaukee beer when they had to pay for it? A. No; but there was an illegal contract, there was a boycott, and they were supporting it by not buying it when they had to pay.

Q. What I want to get at is where the illegality is; you said that in a boycott there was something illegal; now, say a man simply refuses to drink any particular beer; that is not illegal? A. When the refusal grows out of a concerted action, known as a boycott, I said.

Q. You said that workingmen were justified in organizing not to buy beer from any particular man whom they don't like? A. I said

nothing of the kind; you never asked me if the workingmen were justified in organizing to refuse to buy beer from any particular man.

Q. If workmen agree among themselves not to drink a certain kind of beer, you don't consider that an illegal act, do you? A. I have said so.

Q. And in trying to get their friends to not drink a certain kind of beer, you don't consider that an illegal act? A. It depends on the means they use.

Q. Suppose they just use honest persuasion? A. You could not prevent that.

Q. And you do not consider that an illegal act? A. No, sir; I should not.

Q. And did the workingmen in New York do any more than that? A. Yes, sir.

Q. What is it? A. They issued boycott circulars, and they imposed a fine on their members for drinking it.

Q. If they agree among themselves to do that? A. That is not simply agreement; that is coercion.

Q. Do you consider it coercion when the employers say to their members, "If you don't pay certain wages you will be expelled?" A. Do you call that force?

Q. Is it force where one body of men say to a member, "Unless you pay the wages we want we will expel you?" A. There is a certain latitude of volition left; he don't belong to that body; I know that you refer to the employing brewers; they say, "You must pay good wages or get out;" the difference is just this, the employing brewers use collective force in order to compel their members to ameliorate the condition of the workmen; they use that force for the purpose of keeping the wages at what they are to-day; now, my answer to your question would be different if that collective force were used to reduce the wages; there is no fine attached of any kind; the man who fails to pay these wages simply proves himself faithless to the agreement he has made to his colleagues, and his colleagues say, "Get out of here."

Q. Don't you know that if a member of the brewers' union drinks the beer and is fined, and refuses to pay his fine, he can go out to just as large a country? A. He can't do it, because he would not find any more employment.

Q. In the one instance the workman would lose the benefits of his organization by going out, whatever they may be, and in the other case the brewer loses the benefits of his organization, whatever they may be? A. That is a hypothetical case; it is not the case.

Q. Why isn't it? A. The employing brewer loses nothing; in that case he gains an advantage, because he pays less wages; there can be no loss, because this agreement compels the members to pay high wages.

Q. Are there any advantages connected with this association that he loses? A. Yes; there are certain advantages; the esteem of his fellow-men, for instance; no pecuniary advantage that I know of; no pecuniary loss.

Q. Do you know what were the wages of the men before they had any contract? A. If I had my tabulated statements I could tell, but they are not here.

Q. So far as you know, were they higher or lower than are now paid?

Mr. UNTERMYER objected to the question.

A. In regard to your question, I will state that I think they are better to-day than they were five or ten years ago; in every industry they are better; in the brewing industry and every other industry; wages have a tendency to rise; but I mean to tell you that the increase of wages was not brought about by the concerted action of the workingmen in all cases; not in the majority of cases.

Chairman PURCELL.—It has been conceded in this case that the workingmen's organization has been beneficial to them, and that their wages are higher now than they were before there was an organization.

Q. You were asked about a conversation that you had with Mr. Herbrand? A. Yes, sir.

Q. And as I recollect your answer, Mr. Herbrand said to you that he would make bigger fools of the members of the workingmen's association with which he was connected; make bigger fools of them than they had ever shown themselves to be? A. Don't give my utterances disjointedly; give it in its entirety; I said this to him, that his own followers, whom I know to be tried and honorable and industrious men, would see the injustice of his demands; they were not fools enough not to see the injustice of it; he said he would see, in subsequent contracts, that that very thing would be provided for; that is, whether they would have the right to use this or that kind of malt.

Q. Did he use the term "bigger fools"? A. I used the term first; you can't pull them around by the nose; brewery workmen are very intelligent men; I suppose everybody knows it; I said, "That is unjust; they will not follow you in that injustice; they are not fools enough not to see the injustice of it;" he said, "I will make them bigger fools; I will see that in another contract they will give us the right."

Q. You said Mr. Herbrand was an intelligent man? A. I said that Mr. Kurzenknabe was a very intelligent man; he is a man with an academical education.

Q. Did you say that Mr. Herbrand was an intelligent man? A. I have not said so; I said that I had frequent talks with both of them, and I believe they all know me to be a friend of the workingman, and I did all in my power to avert any trouble, at all times, and prevent them from doing anything unreasonable.

Q. I believe you said that your association has no connection with the Brooklyn and Newark unions?

Mr. Untermyer objected to the question on the ground that there is no such evidence in the case.

A. You have really asked me no question that I know what you mean; the brewery workmen, as you know, formed unions in the different towns, and these unions are under the control of the national organization; the local organizations are part and parcel of a larger body, an aggregated body of labor associations, and any action taken by the central association certainly affects its members; the minority always has the choice of protesting against an action which they consider unjust; if no such protest was heard, the inference is perfectly legitimate that no such protest was made; the action of the central body is composed of the action of its constituent parts.

Q. I was going to ask you if the brewers, so far as you knew, understood that the Central Labor Union of New York city had no control over the Central Labor Union of Brooklyn or of Hudson county, New Jersey? A. I can't say what they knew.

Q. Was it referred to at this conference that occurred in reference to the lock-out? A. I attended none; I know nothing about it.

Q. You know nothing at all about it? A. Oh, yes, I do; I know nothing bearing on the question you asked me.

Q. Do you know the immediate cause of the lock-out? A. Certainly, I do; it was not a lock-out, by the way.

Q. It was simply asking the men to go out and return at some other time on other terms? A. Yes; not other terms as to wages or hours of labor.

Q. Did you know that that reorganization of the working force was ordered because of the action of the Central Labor Union of Brooklyn and of Hudson county, New Jersey? A. Yes; and not only on account of that action, but on account of the action that the workmen themselves took.

Q. The condition imposed by the master brewers, under which the reorganization should be dispensed with, required that the Central

Labor Union of Brooklyn and Hudson county, New Jersey, should rescind a previous action of theirs? A. Yes.

Q. And do you know whether that was arrived at with a full knowledge that the Central Labor Union of New York city had no control over the action of the Central Labor Union of Brooklyn and of Hudson county? A. How can I tell what others knew? I don't know as they knew of the rights of their constituent parts; they knew that their workmen were the instigators, and the supposition was that if they would make known the desire that the resolution imposing that boycott be rescinded, because in their interest, their demand would be heeded; their going out and not returning was virtually an approval of the boycott, you see, don't you?

Q. You would not hold the master brewers of Milwaukee, Wisconsin, responsible for anything that the master brewers of New York did? A. No.

Q. But you would hold the brewers' union, of New York, responsible for what the Central Labor Union of New Jersey did? A. No, sir; I would not; I told you that the organized brewery workmen's actions were the actions that were kept in view in this whole thing.

Q. In what way? A. In living up to the boycott; in helping to enforce it.

Q. How far? A. To the extent of not drinking their own beer in their own boarding houses.

Q. Was that the testimony we heard from Mr. Miles? A. Yes; and not only that, but I have heard Mr. Herbrand himself say that the boycott would be carried out by their organization.

Q. That is the first time I heard you say that. A. I beg your pardon, I said that before.

Q. In answer to a question? A. Yes, sir; I believe I did; I believe you asked me the question; I read Mr. Herbrand's paper every week; he is good enough to send it to me; I read his paper regularly; the boycott was threatened openly in his paper.

Q. You said that Mr. Herbrand told you that the boycott would be applied and enforced? A. He told me that frequently.

Q. In conversations with him? A. Yes, sir; and vauntingly; Mr. Herbrand and Mr. Kurzenknabe said to me frequently, in conversations, they said vauntingly, "Well, how about the lock-out?" They made no secret about the boycott.

Q. Before or after the first of April? A. I am not positive about it; before and after both, I suppose.

Q. Was it before the first of April? A. I can't remember as to dates; in his paper I saw it.

Q. I am not asking about any paper now. A. You can't distinguish between the man and his paper; when you talk with a man very frequently and read his paper regularly and notice the same kind of language, with which you become familiar, you cannot distinguish between what the man said and what he wrote in his paper.

Q. You don't distinguish between what Herbrand told you and what he wrote in his paper? A. I don't distinguish between what Herbrand told me and what he wrote in his paper.

Fred Pabst, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. Untermyer:

Q. Captain Pabst, where do you reside? A. Milwaukee.

Q. Are you an official of the Philip Best Brewing Company, of Milwaukee? A. Yes, sir.

Q. What official position do you hold in that company? A. I am president.

Q. That is a Wisconsin corporation, is it not? A. Yes, sir.

Q. And largely engaged in business? A. Yes, sir; quite.

Q. What is the extent of sales? A. We sell about four hundred and sixty thousand barrels of beer a year.

Q. You have an intimate personal acquaintance with the boycott troubles of Milwaukee, in the fall of 1887, haven't you? A. Yes, sir.

Q. I wish you would explain to the Board how they commenced, how they were conducted by the Brewers' National Union, and how they were ended, if they have been ended at all.

Mr. Grady objected to the question as immaterial. Objection overruled.

Q. Begin with the trouble in the malt-houses. A. We made a contract with our men a year ago last May (I mean the Milwaukee brewers) stipulating the number of hours, and then we had a stipulation in the contract that if any difficulty arose between the employés and the employers, there should be a committee of arbitration appointed to settle the matter; then, for some reason, the workingmen demanded from the maltsters to pay them more wages than they were paying; I think there was a difference of five dollars a month between them, which the maltsters agreed to pay, provided they would get the maltsters around, or the men who came into direct competition with them, to pay the same; and they told them that they would give them three months time to get the other outside maltsters to do it; if they would agree to pay the same wages, why they were perfectly willing to pay

the wages demanded; if not, they would not; then they commenced a boycott.

Q. Boycott whom? A. The three brewers.

Q. No. A. No; the maltsters.

Q. The eight maltster firms of Milwaukee? A. Yes; and they commenced to boycott three of the brewers; then our association took it up and said, "These men did not keep faith with us, and we don't propose to have anything more to do with them; we won't sign any more contracts, and we will consider this contract canceled."

Q. What did the workingmen's union do against the three brewers who were using that boycotted malt? A. They boycotted them.

Q. They boycotted them before the brewers' association took any action? A. Yes, sir.

Q. Then, you say, the brewers' association of Milwaukee took action? A. Yes, sir.

Q. And when the Milwaukee brewers took action, what did the workingmen's union of Milwaukee do against the brewers? A. They boycotted all of the brewers.

By Mr. GRADY:

Q. Where do you reside? A. In Milwaukee.

Q. When did you leave Milwaukee? A. I left Milwaukee about a week and a half ago.

Q. Invited here by the United States Brewers' Association? A. No, sir.

Q. Came on some business connected with your brewery? A. Yes, sir.

Q. Was not the difficulty regarding the malt-houses a difficulty that arose from a difference of wages? A. Yes, sir.

Q. Were there not in Milwaukee some malt-houses that were already paying the increased wages that were demanded? A. Not that I know of, sir.

Q. Did the difficulty extend to all the malt-houses in Milwaukee? A. Yes, sir.

Q. To all of them? A. Yes.

Q. How many brewers are there in Milwaukee? A. About eight or nine.

Q. All getting their malt from Milwaukee maltsters? A. The most of them make all the malt they want; they make their own malt.

Q. And why was action taken against but three? A. They were just the ones that buy malt; they buy their malt.

Q. Was there any suggestion made as to the arbitration of the

difficulty between the maltsters and their employés? A. That I don't know; I think there was.

L. J. Merkel, a witness called on behalf of the employers, being duly sworn, testified as follows:

By Mr. Untermyer:

Q. What is your occupation? A. I am connected with a malt-house.

Q. A Milwaukee malt-house? A. A Milwaukee malt-house.

Q. Engaged in selling malt in New York, Brooklyn and vicinity? A. Yes, sir.

Q. Do you remember the occasion of the boycott on Milwaukee malt? A. I do.

Q. Did you feel the effect of it here in New York and Brooklyn? A. I did.

Q. Did you find notices distributed in New York and vicinity? A. I saw letters and notices.

Q. Did your malt-house in Milwaukee have contracts with brewers of New York, Brooklyn and vicinity? A. Yes, sir.

Q. And what devices did you have to resort to get your malt into the breweries of New York, Brooklyn and vicinity? A. Every device that is disagreeable to a business man.

Q. Malt is usually handled in bags, isn't it? A. Yes, sir.

Q. And how did you have to handle it to get it in the breweries? A. We had to handle it in bags with no name on, and in bulk.

Q. And did you have to ship it in bulk to parties with whom you had contracts? A. Yes, sir; and some of them asked to be excused from their contracts until this matter was settled.

Q. Can you cite any instances? A. Mr. George Ehret, Mr. Ruppert and Mrs. Meltzer.

Q. You had contracts with them? A. Yes, sir; and they asked to be excused until this matter was settled.

Q. Do you know what you had done to bring about this interference? A. No, sir.

Q. Had you done anything wrong that you know of? A. No, sir.

By Mr. Grady:

Q. You are here as an agent? A. No, sir; I am here as a member of the firm; I live here.

Q. Was there any New York brewer who was prevented from handling your malt? A. Yes, sir.

Q. Who? A. F. & M. Schaefer and Mrs. Meltzer

Q. At the time of the difficulty between Mr. Schaefer and the men in his employ, on account of handling your malt, didn't Mr. Kurzenknabe go to Mr. Schaefer's brewery and tell the men that they must handle the malt; that they were bound to handle it under the contract? A. I didn't know anything about it until I received a letter from Mr. Schaefer telling me to ship.

Q. How long a time elapsed from the time of Mr. Schaefer telling you not to ship until he told you to ship? A. About six weeks.

Q. Did your firm have any trouble with the union in Milwaukee? A. They did; they were in the same condition as all of the malt-houses.

Q. All of the malt-houses had trouble, then? A. Yes, sir.

Q. What was the question? A. The question was the increase of wages.

Q. How much? A. Five dollars a month.

Q. On what terms was it asked? A. That I can't say.

Q. Were there men employed in malt-houses in Milwaukee who were receiving the wages that were asked? A. No, sir; not that I know of.

Q. Was there any proposition, on the part of the workmen, to submit to arbitration the question as to wages that the men should receive? A. I don't think there was.

Q. When did this occur? A. This occurred in October, I think.

Q. Did you ever know of an agreement, on the part of your firm, that they should not furnish malt to certain brewers in this city and vicinity? A. Do I know of any agreement between our firm — with the firm here.

Q. With anybody? A. No, sir; not that I know of.

Q. There is no such agreement with your firm? A. Not that I know of.

Q. And you are entirely free to furnish malt to anybody who wishes to purchase it of you? A. Yes.

Q. Without regard to whether he is a member of the United States Brewers' Association or in the pool or any other association? A. Yes, sir.

The investigation was then closed.

Buffalo.

About the 7th of April, 1888, the men employed in and about the eighteen breweries of Buffalo presented to their employers the following proposed agreement for the year commencing May first:

Indorsed by American Federation of Labor, Buffalo Central Labor Union, United German Union of Buffalo, and the National Association of the United Brewery Workers of the United States.

Buffalo, N. Y., *April* 7, 1888.

Contract between the United Brewery Workers of the Local Union No. 7 *of Buffalo and vicinity with the brewery proprietors of the city of Buffalo and vicinity.*

1. Only union members are allowed to work in breweries, in consequence of which no union man is permitted to work with non-union men and no workingmen of other branches which don't belong to a national association or national union or other branches, have to be union men and provided such a union is in existence.

2. No work shall be assigned to a workingman which he can not perform without injury to his body or his health.

3. In all breweries only malt and kegs and coal shall be used from firms where union men are working, if these branches are organized.

4. The foreman and assistant foreman are not allowed to do any work to be done by the brewery laborers.

5. Every brewery workingman must at his entrance into the business be provided with a certificate of the brewery workingmen's bureau of Buffalo.

6. The union shall not be obliged to receive employés as members who it has good reasons to refuse admittance, and unions shall not be obliged to give such reasons.

7. As reasons for the dismissal of workingmen, the following shall be held good: First, negligence in the business; second, refusing to do work; third, drunkenness; fourth, dishonesty; fifth, disrespect to the employer or foreman. If a member is discharged, the foreman or employer of the brewery will have to state the reason to the shop delegate.

8. Each workingman shall advance in his branch according to the time of his being in the business, as soon as there shall be a vacancy.

9. If a workman shall be unable to work on account of sickness, or any other physical disability, then he shall be, after his convalescence,

given his old position, providing his disability to work shall not last longer than two months. After this time he shall be obliged to take any position assigned by the employer.

10. Should there be a vacation in the winter season, then the workingmen shall be laid off according to the time they have been in the business.

11. They shall make the week, ten hours to constitute a working day. Sunday labor and over-time shall be paid extra, twenty-five cents per hour.

12. The weekly wages shall be: First cellarmen shall be left with the boss, but shall not be below $17; second cellarmen, first kettlemen and first fermenting chamber men shall be not under $16; second kettlemen and the rest of the cellarmen shall not be under $15; wash-house boss, $15; the rest of the wash-house men shall not be below $13.

13. Beer shall be given to the workingmen during working hours free of charge.

14. First, breweries which employ ten men are allowed one apprentice; over fifteen, two; over twenty-five men, three apprentices, but no more than three.

Each apprentice must learn six months in the malt-house and two years in the brewery in all branches. He shall not be under sixteen and not above twenty.

The weekly wages shall not be under nine dollars, and his working time shall be the same as other men.

15. This contract shall go in force on May 1, 1888, and last to April, 1889.

16. No member of any committee, whatever its name, shall be fined or allowed to suffer in any way for having to fulfill a commission in the interests and order of the union.

17. Any controversy that shall arise shall come before a jury of members, consisting of two members of the brewers' association and two of the brewers' union. If there should be a tie the brewers' union shall have the right to select a member of the brewery association as a third member.

Both parties shall have to submit to the judgment of this jury.

All cases which come before this court must be settled within ten days; otherwise the union will not be bound by the same.

The employing brewers refused to make such a contract; and on the first of May their employés, to the number of 250, quit work. The proprietors of the several breweries then announced that such of their employés as desired to return to work could do so at any

time within forty-eight hours; and that other men would be employed to take the places of those remaining out after 9 o'clock A. M. on the the third of May.

On the second of May a telegram was received, calling the attention of the Board to this strike, and Commissioner Donovan immediately proceeded to Buffalo. On the morning of the third of May he attended a meeting of the journeymen brewers and spoke to them through an interpreter; after stating to them the condition of similar troubles in New York, Brooklyn and other cities, he advised them to endeavor to settle the matter amicably, and suggested that they make some proposition that he could submit to the employing brewers. After much discussion, a resolution was adopted requesting him (Commissioner Donovan) to present the following proposition to the employers:

First. That the bosses shall recognize Union No. 7.

Second. That a committee shall be appointed by the bosses to meet a similar committee from the union to make an agreement for the coming year.

Third. That in the event of a disagreement in any of the details of the proposed agreement, they shall be referred to a committee of arbitration of three from each side. If these cannot agree, the question shall be referred to a seventh person mutually agreed upon.

Commissioner Donovan attended a meeting of the employing brewers that afternoon at 4 o'clock, and submitted to them the foregoing proposition. They immediately declined the proposed terms of settlement, and stated that they would not recede from the position which they had taken, and they decided to send the following resolution to the journeymen brewers as their answer:

Resolved, That Mr. Donovan, of the Arbitration Commission, be authorized to state to the Brewers' Union No. 7, of Buffalo, that the brewers of Buffalo will not sign any contract presented by the union, nor will they allow any union to dictate to them; that they will allow their men to return to work at the same wages and hours of labor as formerly, as long as their places have not been filled by other competent men.

Commissioner Donovan afterwards met a committee of the union and informed them of the action taken at the brewers' meeting. After advising the men to return to work before their places were filled by others, he returned to New York city, where the Board was then investigating a similar difficulty.

BRICKLAYERS AND LABORERS.

NEWBURGH.

About the twenty-seventh of March the master builders of Newburgh published a notice to their employés that on and after the first of April, the wages of bricklayers and masons would be three dollars per day, and the wages of helpers would be two dollars per day. The bricklayers and masons had been receiving three dollars and fifty cents per day, and their organization, Union No. 5, of the Bricklayers' and Masons' International Union, resolved not to submit to the reduction. The master builders insisted on the proposed reduction, and on the second of April the bricklayers and masons quit work. The laborers, who had been receiving two dollars per day, also quit work, and demanded two dollars and twenty-five cents per day.

Commissioner Donovan visited Newburgh on the sixth of April, and met representatives of the Master Builders' Association and representatives of Bricklayers' Union No. 5. After hearing their statements as to the merits of the controversy, he suggested that each organization appoint a committee, and that such committees be empowered to settle the difficulty; and that, in the event of their failure to agree, all questions in dispute be submitted to a board of arbitration composed of one member of each organization and one disinterested citizen of Newburgh, and that both organizations agree to abide by their decision. The committees were not authorized to take such action, but they agreed to submit this proposition to their respective organizations.

On the ninth of April Commissioner Donovan made arrangements for a conference of representatives of the Master Builders' Association, Bricklayers' Union No. 5 and Hod Carriers' Union No. 1, to be held on the tenth of April, at 9 o'clock P. M. The following persons attended the conference: On behalf of the Master Builders' Association, Messrs. Tilden H. Wilson, Robert Huddleston, James Stewart, William Harrison, John V. Convery and John Duff; on behalf of Bricklayers' Union No. 5, William Sager, Edward Hanratty, James McCutcheon, James Murray and John H. Brown; on behalf of Hod Carriers' Union No. 1, Thomas Roley, Anthony Green, Michael Burke, Thomas Leamey and William McGill.

Following is a report of the conference:

Commissioner DONOVAN.—I do not think it is necessary to go into details as to the manner in which this meeting was brought about. I explained that sufficiently at the meeting of the Master Builders Association last night and in the Bricklayers' Union No. 5 to-night

I have not had the pleasure of attending a meeting of the Laborers' Union. It was evident from the statements of the persons who were present at the meeting on Friday last that the principal question at issue is that of wages, the bricklayers desiring three dollars and fifty cents per day of nine hours, and the master builders being willing to pay only three dollars per day for the same number of hours work. Since then, as I learned last night, another factor has entered into the difficulty, and that is the request of the laborers for two dollars and twenty-five cents per day. This conference has been called for the purpose of devising, if possible, some means whereby a settlement of these difficulties may be effected and an agreement entered into that will continue in force for such time as may be mutually agreed upon.

Several prominent citizens of Newburgh have stated to me that they hoped we would succeed in settling this difficulty. Your interests, the interests of both employers and employés, are at stake in this matter; and if this trouble should continue until such time as one or the other had to surrender, it would leave a bitterness of feeling that it would take a long time to allay, and would result eventually in the party that was worsted looking for redress, and taking the first favorable opportunity to gain an advantage over the other. If either side is willing to make any concession, now is the time to make it.

Mr. Brown.— We complain of being crowded; we gave the bosses three months notice of the three and a half a day, and, as you say they might do, they saw fit to take advantage of us; they gave us notice of only three days.

Commissioner Donovan.— I did not say that either side had crowded the other; I said that if either side did so it would result in a bitterness of feeling that it would take a long time to allay.

Mr. Brown.— We have the sympathy of the public. I have had men of business, and men that do building, tell me that the masons' wages are not too much, and that they are willing to pay those wages; and I think we have ninety-five per cent of the business men on our side. I have heard a good deal of it since this trouble occurred, and we think we are justified in taking the stand that we have taken. On the fifteenth of January they found no fault with paying us three dollars and fifty cents per day; they paid it like gentlemen, and found no fault; but now they think they will lump us in with the laborers and make seventy-five cents a day off us.

Mr. Green.— As all the boss masons know, we have given them since some time in the forepart of January to the second of April. We put a notice in the paper two weeks before this difficulty occurred. The bosses did not tell us whether they were going to give it or not;

I know my boss did not; he is right here to-night; he never said whether he was going to give it or was not going to give it, but we did not get it. There is no sign of weakness on our side; but, as Mr. Donovan said, the sooner it is settled the better it will be for the city.

Mr. WILSON.—Mr. Brown in his remarks said that we crowded them out. There is a history back of all this. A year ago last April the masons at work for me gave me to understand that from April to April the wages would be three dollars per day for nine hours work. Along in September one of the boss masons here in town saw fit to raise the wages to three dollars and a half per day. I had considerable work on hand at the time, and one noon hour one of the masons asked me what I intended to do in regard to wages; I told him I would give them the society wages; he said I was not giving as much as this other party; I asked him if he was not satisfied with the society wages, and he said well, no; not if he could get any more. I finally compromised by giving him three and a quarter. This ran along until December; we then had a notice that on and after the fifteenth of January the wages would be three dollars and a half per day. Some of us accepted because we had to. One who did not pay it was Mr. Convery; of course I paid it, and I believe the others did; I can not say what the others did, but I paid it under protest. Now, here is our reason for not giving three dollars and a half: here is Mr. Mead, of Cornwall, a large builder, our neighbor, four miles away, who pays masons three dollars a day for ten hours work, and across the river they pay three dollars a day for ten hours work. A week ago a man informed me that if I could not do certain work for that price he would have Mr. Mead figure on it; and I was informed here to-night that that occurred to another builder; he was told that if he could not do certain work for a certain price the owner of the property would have Mr. Mead figure on it. At the paper-mill, where some of these men are now at work, I understand they are working for three dollars a day; Mr. Mead is doing it for three dollars and a half a day; if I did that work I would have to charge four dollars a day to make any profit on it. Now, how can we pay three dollars and a half a day when Mr. Mead, our neighbor, pays three dollars a day for ten hours work?

Mr. BROWN.— I think I can explain that a little better. When the men could get four dollars a day last summer, they would not leave their bosses; and right here at the wire-works, at New Windsor, Mr. Harrison offered four dollars a day, and the men would not leave their bosses for four dollars a day. At this paper-mill, so far as that is concerned, I am working there, and they are willing to pay four

dollars a day, if necessary. That work is going on, and all that stopped the work is this strike of the bosses. My boss offered three dollars and a half a day, and I do not blame any man for taking it. The union does not prevent a man from going up; it only prevents him from coming down. These bosses claim that some men are worth half a dollar a day more than others; Mr. Wilson has some men, and I suppose the other bosses have, to whom they are willing to pay three and a half a day. That man is justified in taking three and a half; I do not blame that man. Mr. Convery, I believe, refused to pay this three and a half a day when it was demanded, and, so far as I know, he is the only one. All the men could have gone to work in the summer for three dollars and a half, if they wanted to. You take it through the United States and Canada, and we are one-eighth and one-sixteenth of a cent an hour above the average.

Mr. SAGER.—Mr. Wilson stated that Mr. Mead and the men over the river were paying three dollars; I know that Mr. Mead pays three and a half, and pays the car fare of the men up and back; over the river they are paying three and a half, but they are working ten hours.

Mr. WILSON.—In reply to Mr. Sager, in Mr. Mead's case, I have it from Mr. Mead himself.

Mr. SAGER.—These bosses tell different stories to one another. Mr. Wilson went to Mr. Convery when this trouble arose and told him that he was only paying three dollars, and all the time he was paying three and a quarter.

Mr. HANRATTY.—There is one mistake that Mr. Wilson is laboring under, and I would like to give him a little information on it. Our union, No. 5, has not made any agreement with any employing boss in this city in three years, and then it was only made for one year. Of course, all I mean to say is this, that the trouble is that he is misinformed. Those men who told him that might have been good union men and all that, but they were mistaken. Three years ago we made an agreement that our wages for the coming year should remain at three dollars a day; but since that there has been no agreement. Another thing—we could not exactly make an agreement with them, for the simple reason that I do not know as there is a boss mason in the city of Newburgh that ever recognized Union No. 5 as capable of making an agreement; so there could not be any agreement. That is one mistake, but of course it is not his fault; I have no doubt that somebody told him that, but it is not true. We have not done it; we could not do it; or rather, we could do it, but

we did not. Unless you recognize the second party there can be no agreement.

Mr. WILSON.—Mr. Brown said that all the bosses paid three dollars and half a day after the fifteenth day of January, except Mr. Convery; Mr. Sager now says that I paid three and a quarter a day. Their stories do not hang together.

Mr. SEGER.—I do not want to be put in a false position. This was said before the three and half went into effect. Mr. Convery came to me and said that Mr. Wilson only paid his men three dollars a day. Mr. Wilson's men went to the union and offered to swear that they were paid three dollars and a quarter a day.

Commissioner DONOVAN.—I suggest that we commence on a new basis; forget the past, and see if an arrangement cannot be perfected to-night, or at least the groundwork of an agreement or some means whereby an agreement may be arrived at. Forget that there has been a strike or that there has been a lock-out, and try to effect a settlement. Sooner or later there must be some kind of a settlement; when I say a settlement, I mean that it may be a forced settlement. Now, if there is any animosity or any feeling, let it be forgotten.

Mr. BROWN.—I don't think there is any feeling.

Commissioner DONOVAN.—There is a disagreement; now let us hear some suggestion.

Mr. BROWN.—The only suggestion I can make is that we shall have three dollars and a half a day, and nine hours work.

Commissioner DONOVAN.—You represent your union in this matter, do you?

Mr. BROWN.—Yes, sir.

Commissioner DONOVAN.—What is your position, Mr. Wilson.

Mr. WILSON.—We desire to pay three dollars a day.

Commissioner DONOVAN.—Now I see that this matter is in just the same position as it was last Friday; you are just where you were when I left here. How is it about the laborers?

Mr. GREEN.—I think that two dollars and a quarter a day, for nine hours work, is little enough for us to have. As one of the gentlemen said, the citizens are in favor of us having two and a quarter a day, and that is about as little as we could work for. When we did catch the bosses last summer, and there was plenty of work, and we could strike and get two and a quarter, we did not do it; we stood by the bosses. We were offered two and a quarter to leave our bosses, and we would not do it; we stood by our bosses. One of the bosses has told me personally to give them thirty days notice, and they were willing to give us two dollars and a quarter a day; it was little enough

for us. Finally we gave them three months notice, and they did not give us the two and a quarter a day, but shut right down on us. We consider that we are entitled to two and a quarter a day.

Mr. Harrison.—I don't like this crimination and recrimination. I do not say that it is angry feelings, but I have in mind that little couplet that I learned in my early boyhood, that I should not let my angry passions rise, and I think the longer we talk over it in that style the farther we will get from a settlement. I can see plainly that the two parties have not changed; they don't want to recede. So far as I am concerned (and I think I speak for some of my associates), I like your suggestion, referring the whole matter to arbitration. So far as I am concerned, I am willing to arbitrate, although from my standpoint there is nothing to arbitrate. I never yet upheld a cause that, for the sake of harmony and good feeling, I was not willing to submit to my competent fellow-men. I believe it is the true principle and the true way to allay all strife.

Commissioner Donovan.—I presume that the laborers would be willing to entrust their cause and couple it with that of Bricklayers' Union No. 5?

Mr. Leamey.—As far as the Hod Carriers' Union is concerned, we won't take one cent less than the two dollars and a quarter.

Mr. Green.—We are not going to leave it to any arbitration at all. If they don't want to give the two dollars and a quarter a day, we won't work for any less. They can get other men to do their work, and we won't interfere with them.

Mr. Convery.—It is stated by Union No. 5 that they gave notice to all the bosses of this advance in wages; now, I claim that I never received such a notice; furthermore, when I put my men to work in January I paid them three dollars a day, and they were satisfied and worked right along; in the middle of March a committee waited on me and wanted to know what I was paying my men a day; I said: "I don't know as it is any of your particular business" (one of the men is in the room now); but I said: "I believe I am paying as high as any man in town is paying, as far as I know." Finally I said: "I am paying three dollars a day." They went around the corner, and I suppose reported to their union, and the chairman of the union came around to my work and ordered my men to quit work. He was not manly enough to come to me and ask me to pay three dollars and a half. Now I would like to know what authority any union or any man has to order men not to sell their labor for a price that they are willing to sell it for. I claim that nobody has that right.

Mr. BROWN.— Mr. Convery is right; the committee did not notify Mr. Convery when they notified the other builders, and we were very sorry for it afterwards.

Commissioner DONOVAN.— Mr. Harrison is willing to leave the case to arbitration, and I understand that Bricklayer's Union No. 5 are willing to do the same. The interests of the city, the interests of the master builders and the interests of the employés demand that some prompt action shall be taken in this matter. I suggest, therefore, that each side appoint one man, and give him full power to agree to a settlement on behalf of his organization; that the two so appointed select some man from among the citizens of Newburgh; and that these three men decide the questions involved in this controversy, and make an agreement for a specified time. If you follow this course, I believe that you will have perfect harmony during that time, and I believe that it will give an impetus to building in this city. The workmen will know just what they are going to receive, and the contractors will know just what they are going to pay; and they can go on and make contracts without any uncertainty. I would like to know what power the committees have; have the committees power to settle?

Mr. MURRAY.—The bricklayers have power to settle — to use their own judgment in the matter.

Mr. WILSON.— We have power to settle.

Commissioner DONOVAN.— I would suggest that you appoint subcommittees, composed of one or two from each side; that they talk the matter over, and see if they can not agree upon terms of settlement, and then report to the full committees.

Mr. GREEN.— I think the masons have given in and the boss masons have given in; they have both given away a point.

Commissioner DONOVAN.— I do not understand that anybody has given away anything.

Mr. HANRATTY.— I do not mean that we have given in, but I mean this: we are all men, and it is baby business to stick to one point too long. We are all men, we are all acquainted, and we are all friends; this thing has been held to honestly, I believe, by both sides; I believe that both sides honestly think that they are right. Any man who has a just cause need not be afraid to submit it to a jury of his peers, and that is the only way to do in such a case. I think the longer we talk over old grievances and rake up old sores, the worse the matter will become. I am one of that sort that would like to throw oil on the troubled waters; and as far as I am concerned (and I think I speak for my committee), I am in favor of leaving it to arbitration in the

way that you suggest, or in any other way that the two committees may select.

Commissioner DONOVAN.—I want to disabuse the minds of the laborers of the false impression they are laboring under. The suggestion coming from me does not take away a single right; it does not even intimate that you shall work for a cent less than two dollars and a quarter a day, but the suggestion is that you shall refer this matter to a committee to determine whether you shall have two dollars and a quarter a day or whether you shall work for two dollars, and whether the masons shall have three dollars and a half a day, or whether the masons shall work for three dollars. There are certainly two men here to whom the others are willing to entrust the settlement of this matter. If that is not so, I very much mistake the nature of organizations. I have no doubt that the other gentlemen from the laborers' union would be willing to leave it to Mr. Green; in the same way the committee of the master builders would be willing to leave it to Mr. Harrison, and the bricklayers would leave it to their chairman. Now, those three men could meet and agree upon the matter, and then refer it to the whole number to decide. Nobody can be injured by such action. I would like to see an agreement made; and when I say an agreement, I do not mean merely to tide over a difficulty, but I mean an agreement that will last, say, from May to May. Now, gentlemen, I wish you to consider these suggestions, and give me your decision as quickly as possible.

Mr. BROWN.— I think we will have to adjourn to next week. Brother Segar and I were appointed on this committee; we intend to carry on business ourselves, and if we make any mistakes in this arbitration it might come back on us.

Commissioner DONOVAN.—Can you not select Mr. Murray or Mr. Hanratty or some other member of the committee?

Mr. BROWN.—I would not like to have anything to say about it. We could refer it to the union and let them decide.

Commissioner DONOVAN.—The difficulty about this is that our jurisdiction extends over the whole State of New York; this district is apportioned to me to look after, and it is a very large district; and it would be almost impossible for me to come back here next week. In the meantime this trouble continues, and the matter is becoming worse.

Mr. BROWN.—Our union is in session now, and we can go to the meeting and lay the matter before them, and let them decide.

Mr. WILSON.—We are willing to arbitrate; we do not want the public to think that we are not.

Commissioner DONOVAN.— Are you willing to accept my suggestion, and appoint a man to meet a man from each of the other committees?

Mr. WILSON.— Yes, sir; we are, if they are willing to meet us. I would suggest that the committee consist of five men; that the employers appoint two and the bricklayers appoint two, and let those four appoint a fifth.

Mr. GREEN.— What is the reason that we can not have two? He means to let us have only one delegate.

Commissioner DONOVAN.— Not at all. When each committee is represented by an equal number they will select a man whom they are willing to make chairman, and let him act with them.

Mr. WILSON.—I meant that the laborers' union should have two also.

Adjourned to April 11, 1888, at 9 o'clock A. M., at which time the following subcommittees attended the conference:

On behalf of the Master Builders' Association, William Harrison and Tilden H. Wilson; on behalf of Bricklayers' Union No. 5, Edward Hanratty and James McCutcheon; on behalf of Hod Carriers' Union No. 1, Anthony Green and Thomas Leamey.

Commissioner DONOVAN.— Gentlemen, I suppose you will consider the suggestion made last night. It is not necessary to go over the matter again. Last night, before we adjourned, the Master Builders' Association accepted the suggestion; the masons practically accepted it, but, as some members of their committee are about to engage in the building business, they desired time to present the matter to their union. You can now state what you are willing to do.

Mr. HANRATTY.— We are willing to arbitrate.

Mr. GREEN.— Anything that I can do I am willing to do. I cannot arbitrate for less than two dollars and a quarter.

Commissioner DONOVAN.— There is no such thing as arbitrating for two dollars and a quarter a day, because there would not be anything then for the arbitrator to do. If you have a good cause (and I have no doubt that you believe you have), it will stand the scrutiny of any fair-minded man. You believe that you have a good cause, and you believe that any fair-minded man will decide it in your favor?

Mr. GREEN.—Yes, sir; I do.

Commissioner DONOVAN.— Then why should you object to leaving it to any fair-minded man?

Mr. GREEN.—I am willing.

Commissioner DONOVAN.— Mr. Green is willing; are you willing, Mr. Leamey?

Mr. Leamey.—Mr. Green spoke for me.

Mr. Wilson.—Before we do anything more I want it understood that if we can not agree among ourselves, whatever the seventh man shall decide shall be binding on all parties. We do not want any going back on that.

Mr. Hanratty.—It is understood that whatever conclusion we come to we will carry out for a certain time.

Commissioner Donovan then retired from the room and left the subcommittees in consultation.

At 3 o'clock P. M. they reported that they were unable to agree upon terms of settlement, and that they had decided to refer all matters in dispute to Commissioner Donovan, as sole arbitrator, all parties to abide by his decision.

The following agreement was then executed:

It is hereby agreed by and between Tilden H. Wilson and William Harrison, for and on behalf of the Master Builders' Association of Newburgh, N. Y., Edward Hanratty and James McCutcheon, for and on behalf of Bricklayers' Union No. 5, and Anthony Green and Thomas Leamey, for and on behalf of Hod Carriers' Union No. 1, as follows:

That all matters of difference between the said Master Builders' Association and the said unions be and they are hereby referred to F. F. Donovan, a member of the State Board of Mediation and Arbitration, for settlement; and the parties hereto agree to abide by his decision, and to enter into an agreement in accordance therewith, which agreement shall remain in force and bind the said organizations until April 1, 1889.

Dated at Newburgh, N. Y., *April* 11, 1888.

TILDEN H. WILSON,
WM. HARRISON,
For Master Builders' Association.
EDWARD HANRATTY,
JAS. McCUTCHEON,
For Bricklayers' Union No. 5.
ANTHONY GREEN,
THOMAS LEAMEY,
For Hod Carriers' Union No. 1.

Witnessed by
Charles J. Madden.

Mr. HARRISON made the following statement of the reasons why the master builders thought that the wages of the masons and bricklayers should be only three dollars per day, and the wages of the laborers should be only two dollars per day :

All the reasons have been fully set forth, as far as we know. The principal point is that all around us here three dollars per day is the rate of wages for ten hours work. For instance, that party down at Cornwall, and over the river.

By Commissioner DONOVAN :

Q. What do they pay in Cornwall? A. Three dollars a day.

Q. Who are the parties paying that? A. Mead & Taft.

Q. They are masons and builders? A. Yes, sir; and they are carpenters; they take a contract for a house and finish it.

Q. What do they pay at Matteawan? A. Three dollars.

Q. What do they pay at Poughkeepsie? A. They pay three dollars.

Q. They do not compete with you in Poughkeepsie? A. No, sir; I don't know as they do, but they can if they want to.

Q. Is there any place west of you that competes with you? A. I don't know what the wages are in Montgomery or Walden, but I suppose they are lower than they are here; we think that it would be better for the men and for us to have it three dollars, because we could give the men more work; I am building a cellar, and the owner refuses to pay me the wages, because they are outrageous; but of course I collect from him all the same; it has always been our experience here that when wages fluctuate business is not prosperous; we have never had as prosperous a time, I think, as during the last two or three years, wages having been fixed during that time; we have been paying some men more than three dollars, and probably will in the future; this three dollars is arbitrary, taking it from our standpoint; it would be better to have wages at a standard which we could raise without injuring the business, and pay men what they are actually worth.

Q. Did you have a strike here in 1886? A. No; not that I remember; I never had a strike in my life.

Q. I did not mean you, but a general strike in the trade? A. Last year there was a difficulty about carpenters, I think; I forget what it was; but I never had any difficulty.

Q. The reason I asked that is because it was stated that there was an agreement made last year to last until some time this year; what was that agreement? A. There was an agreement; I was not officially notified, but the agreement was that the wages were to be three dollars.

Q. For how long? A. During the whole of the last year, to stand until this April; I am not certain whether I was officially notified, but I got the impression I was told by some of them, whether it was my own men or some one else.

Q. What time did you receive the notice from Bricklayers' Union No. 5 that on and after January fifteenth the wages would be three dollars and fifty cents? A. I forget when it was; I think it was some time before the fifteenth of January.

Q. Was it three months? A. I could not say how long it was.

Q. The bricklayers notified you that on and after January fifteenth the wages would be three dollars and fifty cents? A. Yes, sir.

Q. After that time were the master masons paying three dollars and fifty cents? A. I don't know; I paid it.

Q. Up to what time? A. Up to the middle of this month.

Q. Did all the master masons pay it? A. They said not, but I do not know anything about that, of my own knowledge; some of the builders said they had men for three dollars; they said so, but I can not tell, of my own knowledge; I had one man a few months ago, not long ago, who worked for me for three dollars.

Q. Was he a member of the union? A. I don't know.

Q. How many of the bricklayers are there in the bricklayers' union? A. I think they are all in it; the last two or three years I know that all the best masons belonged to it, and I never had any other than them.

Q. Who did you ask in Matteawan who was paying three dollars? A. I never asked anybody; I understood it from all hands.

Q. And have you ever asked Mead & Taft? A. Yes, sir.

Q. What business do they do besides mason work? A. They do everything, almost.

Q. Plumbing? A. I don't know; they contract for a house. A man here told me last week, "I am getting up plans;" I said, "Who is going to figure on it?" he said, "Mead & Taft;" he said, "How is this thing going to turn out?" I said, "I don't know;" he said, "Can't you figure on this against Mead & Taft?" I said, "No;" he said, "Why? Can't you do mason work as cheap as they can? they are no masons;" I said, "No; they pay only three dollars per day for ten hours work."

By Mr. Fredenburg:

Q. Do you mean to say that you intend to pay only three dollars for ten hours from this out? A. No, sir; I said for nine hours; I said Mead & Taft worked ten hours.

Q. What are they paying in Goshen; do you know? A. No, sir.

Q. Well, they are paying three and a half; what were they paying in Middletown last summer? A. I don't know.

Q. They were paying three and a half. Why was it, last summer, when there was plenty of work and you were only paying us three dollars, that some of the bosses tried to cut each other's throats, and offered three dollars and a half? A. I don't know; I know Billy Brown wanted to do more work on the church, and he wanted more men.

Q. And you know that your men stayed with you for three dollars a day and refused to leave you for three and a half? A. I know they stayed with me.

Mr. HANRATTY.—I will tell you why we should have three dollars and a half a day. I have worked for the firm of Mead & Taft. They have come right here to Newburgh and done work on Harrison avenue; and at the time that you bosses were paying three dollars a day, I received three and a half for every day's work I did; I worked for them all that season, and they gave me three dollars and a half a day until I left of my own accord. That is the fact. These are the cheap countrymen who are coming in here to do work for nothing. There is another thing that I would like to correct Mr. Harrison in. Of course, I think it is an unintentional mistake. Bricklayers' Union No. 5, of Newburgh, have made no contract, promise or anything like that with the bosses of Newburgh in three years. In the spring of 1885, in March, we said that our wages for the following year would remain at three dollars per day; that would be the standard; but we did not say that they would remain any longer at that, and there was nothing to hinder any man from getting more. I heard Mr. Wilson make the same remark here. I don't know where they got it from, but I can produce the records of this Union and assure you that it is not true. So that can not be taken in evidence. We have broken no contract, for the reason that it is not two weeks ago that our bosses here first recognized us; there was no contract. Now, about the three dollars and a half per day, the reason why we should have three dollars and a half—Mr. Harrison, I think your memory is very slack; you can forget a thing, and of course I don't blame you; you received this notification from Union No. 5, if I am not very much mistaken, fully two months before the fifteenth of January.

Mr. HARRISON.—I did not say when I received it.

Mr. HANRATTY.—Now, as far as the three dollars and a half is concerned, I don't really know of one boss mason in the city of Newburgh

that has a right to kick, outside of Mr. Wilson. That is the gentleman who was here this morning. I don't know, and don't propose to know about his contract, whether it is percentage or how it is, but these gentlemen, every one of them, have taken every job that they have now at three dollars and a half a day. I do not accuse them of taking any more than their share of this world's goods, but it looks like it; it looks as if they were trying to take this paltry fifty cents a day out of our pockets; we should have the fifty cents; we have to earn it; twenty-two years of my life I have been at this work, and there is not a village or hamlet around this part of the State that I have not been in; that man (referring to Mr. Harrison), if he got a man from Matteawan or Fishkill, would not let him stay twenty minutes on the scaffold; he has plenty of good workmen in Newburgh; that man might work an hour longer a day, but he is stuck six days out of the week; I have been to New York last fall, and I will say that I never worked as hard in the city of New York as I have in Newburgh; when there is a job there are always two men after it; that is the trouble; we should have the three dollars and a half a day; we have to earn it; I could get out of my bed at 6 in the morning and go over the river and come back at half-past 5 at night, and I would not be half as tired as I would be working here nine hours; it is a fact; I have been through it and I know whereof I speak.

Commissioner Donovan.— About how much work do you have in a year, taking the average for the last five years?

Mr. Hanratty.—I presume a man who is willing to attend to his business, and who does not lose any time on account of neglect of work, would make about six months and a half in a year.

Mr. Harrison.—I remember that I looked over my books in regard to one man that I had; I think it was two years ago; a year and a half anyway; he told me that he had not made as much time as he thought he had; I said, "Yes, you have; what time do you think you have made?" He said, "I think I have made 200 days;" and I remember that I traced my books for a year when I went home, and it made 248 days, and he was sick about two weeks during that year. This last year would not be as good, because we have lost more time on account of the weather this winter.

Mr. McCutcheon.— I worked for one man twenty-five years, managing his business, and there was no man in the gang made as big time as I did, and I made 230 days. Another thing about this three dollars and a half a day is that rents here have gone up this spring, and for what we pay ten or twelve or fourteen dollars in

order to live any way decent, you can hire it over the river for five or six or seven dollars. Now, you take a man who has five small children, and who depends on his daily labor, he is likely to be laid off four or five or six weeks. I had one building that the men were laid off six weeks on account of the want of beams. Mr. Harrison himself knows that masons do not make near as much time as they did twenty-five years ago.

Mr. HARRISON.— My men do; last year and the year before that and for three or four years my men have.

Mr. MCCUTCHEON.— Have they made 225 days?

Mr. HARRISON.— Yes, sir; I am not saying the number of days, but I know without looking that that man made more than 200 days.

Mr. MCCUTCHEON.— He is a man above the average?

Mr. HARRISON.— Well, all the rest of them, all the men that I employ steadily.

Mr. MCCUTCHEON.— How many bricklayers and masons are there in Newburgh?

Mr. HARRISON.— One hundred and eighteen, I think.

Mr. MCCUTCHEON.— How many of them are first-class men?

Mr. HARRISON.— I can form a pretty good estimate of the men; I would say that it is a liberal estimate to say that three-fourths of them are first-class men; the other fourth I would not give beans for; I should say that four-fifths is a large average.

Mr. MCCUTCHEON.— Inside and out?

Mr. HARRISON.— Yes, sir.

Mr. HANRATTY.— I will take Mr. Harrison's estimate on that.

Mr. MCCUTCHEON.— I don't think there is more than one-half.

Mr. HARRISON.— I think there is; Mr. McCutcheon and Mr. Hanratty and Mr. Fredenburg know what kind of men I want. Some of these men I would not be bothered with at all, only when I have so much work that I have to put them on the wall. I have paid three dollars and a half to men because I thought they were worth it, and I will continue to do so; I am not kicking on paying it to good men, and never have kicked about it; every man that has ever worked with me will bear me out in that. I hope that there will be some distinction made.

Mr. HANRATTY.—We can not scale these wages. Would you yourself — I ask you as a man, if you had a man, a first-class man, and you were paying him at the rate of three dollars a day, and you had another one and he was not a first-class man or a second-class man, and you pulled him down a third — now, remember all the work that your men do outside; look at the number of days work you do in a

year; now we will say that Mr. McCutcheon is a good man and I am a botch, and the two of us went for a job, and the boss paid him three dollars a day and paid me two dollars a day, would you make any difference in the charge for the job?

Mr. Harrison.—Yes, sir; I have. I have been educated to believe, and I know, honesty is the best policy, and I have practiced it strictly through life. I never charged a man anything where there was no value rendered.

Commissioner Donovan.—Now tell us why you should not work for three dollars a day.

Mr. Fredenburg.—The reason why we should not work for three dollars a day is that we think we are worth more money, because we have to work harder in this place than almost any other place that we can go to. There is not a brick-mason in this room but has worked in nearly all the places around here—in New York city and Brooklyn and all these places. In my experience I have found that I had to work harder in Newburgh than any other place that I went to. I worked in Brooklyn for four dollars and five cents a day, nine hours a day and eight hours Saturday, and I worked harder last year than I worked that year; and I worked for a boss that is counted one of the easiest bosses in the city of Newburgh, and that is Mr. Harrison; but I worked harder in Newburgh last year than I worked in Brooklyn. Another thing, I think we are so near to New York that we should receive within half a dollar a day of the wages in New York; it only costs us half a dollar to go to New York, and I think we should receive within fifty cents of the wages received there.

Mr. Hanratty.—I received four dollars and a half in New York last year.

Commissioner Donovan.—The rate in New York is forty-five cents an hour for nine hours' work?

Mr. Hanratty.—You mean the union rate, but I mean outside of that.

Mr. Harrison.—I might say that I do not talk of this because of the advantage it will be to me, or to any of the bosses, I suppose, but I look to the general advantage of the trade and business. I say that 200 days at three dollars a day would be better than 100 days at three dollars and a half a day. I know we have houses, and I believe some of the other contractors have. I am not here to bear down men's wages; it is not the object of the association, I believe; it is for the general interest of the trade and for the benefit of the men. I do not want men to work for me, as far as I am concerned, if they are

dissatisfied or grouty, because I would rather get out of business, for I can afford to get out of it. I think the best way for us to do is to have a fair, square talk over the matter. We have agreed to refer this to you, and for my part I would be willing to leave it to you without any talk at all. In reference to the wages in New York, the cost of living in New York is probably three times what it is here for a man with a family. My friend Hanratty has spoken about working hard here, and no doubt he has. I worked in Newburgh a long time before I got into business, and I worked harder for others than any of my men have worked for me. Fredenburg worked for me, and he knows that I do not drive them; I never drive them and I do not want to drive them; all I want is a fair, square day's work, and I won't take work unless I can afford to pay them a fair, square day's wages. I have nine houses that I expected to get, and it is partially contingent on this matter; I had them; the owner told me to go on and build them; when I got this notification I went to him and said, "I will have to put, (I think it was $800 more,) on those houses." I figured on them the latter part of October or the first of November; I got a carpenter's bill on them, and I was to take the whole thing for a lump sum. I said, "I will have to put $800 more on those houses;" he said, "What for?" I said, "Well, wages will be higher next spring than they are now; they have notified us." He said, "If they are higher I won't build them." I talked to him and said, "What is $800 or $900 or $1,000?" He seemed to think it was a good deal. This spring I went to him and he said he would not build them unless I could take them at the figures I made before.

Mr. GREEN.— Mr. Hanratty hardly left us any road to travel on. I would say about the same as he did. We hardly make enough, if we do get two dollars and a quarter a day, to get enough to eat. We hardly make four or five months; in fact, the masons get more work than we do. They have many a job of patching around, and they send their favorite man around to do them, and they charge two dollars and a quarter for him and they pay him two dollars. We can walk around the streets.

Commissioner DONOVAN.— How many of you are there?

Mr. GREEN.— There are about seventy or eighty of us.

Q. All masons' laborers? A. All masons' clerks.

Q. What are they paying in Matteawan? A. I don't know.

Mr. LEAMEY.— I have been taken over to Matteawan, and I always got a quarter a day more in Matteawan; another reason why I think we should get two dollars and a quarter is that we have to pay three

dollars a month more for rent; and if we go to get a little provisions or vegetables we have to pay just as much for them as the mason has, and we generally have to eat a little more because we work harder; there is a little complaint if I am carrying a little more than this man or he is doing a little more than I do; there is another complaint about making a division in the wages; they say that when the work is short the boss always lays off the good man; he keeps the cheap man, and the good man can walk around the streets; the good man is kept to work on the first story; when it gets to the second or third story we can walk around, because the cheap man can turn in and do our labor; we are half our time walking around; the cheap man will come up and say, "I made so much;" they work three days or four days in a week; of course they get more than we do, even if they work for two dollars or a dollar and seventy-five cents a day, because they work when we are walking around; no good man will be sent there in our place; we can get two dollars and a quarter a day over the river if they don't want to give it here; I was offered it and did get a quarter a day more than was paid here.

Mr. Green.— I have carried the hod in Troy, Cohoes, New York city and Newark.

Commissioner Donovan.— What are they paying in Cohoes?

Mr. Green.— I don't know what they are paying now; I think they pay two and a half, but I would not be certain; in carrying brick here we are compelled to carry sixteen, while in New York they only carry twelve or fourteen, and in Albany they carry fourteen and in Troy they carry fourteen. When I carried the hod in Newark I got two dollars and a-half; if I go to Newark to-morrow I can get two dollars and a-half. The mortar hods are bigger here than anywhere else I worked. I think a quarter a day is little enough for us to ask, and I think it is very reasonable.

Commissioner Donovan.— I do not want to proceed in this matter and afterwards have either party refuse to abide by the decision. I do not know now what I will decide; but if I should decide that you should go to work for three dollars a day would you carry it out?

Mr. Hanratty.— I think they would; I understand that the union is bound by the agreement that we have made; if they don't, upon my word it won't be my fault.

Mr. Harrison.— We have some men in our organization who are hot-heads, but as an organization we will carry out the agreement.

Mr. Hanratty.— So will we.

Mr Green.— So will we.

Commissioner DONOVAN rendered the following decision, which was accepted by all parties, and work was resumed the next day :

Pursuant to agreement submitting to me all questions in dispute between the Master Builders' Association, of the city of Newburgh, and Bricklayers' Union No. 5 and Hod Carriers' Union No. 1, I do hereby render the following decision:

That on and after April 12, 1888, the wages of bricklayers and masons shall be not less than three dollars and twenty-five cents per day, and the wages of laborers shall not be less than two dollars twelve and one-half cents per day ; and that nine hours shall constitute a working day, except that on Saturdays the men shall be required to work only eight hours.

That on or about the 1st of January, 1889, the Master Builders' Association shall appoint a committee to meet separately committees of equal number from Bricklayers' Union No. 5 and Hod Carriers' Union No. 1, for the purpose of agreeing upon terms and conditions of employment for the year commencing April 1, 1889 ; and if they fail to agree with either of said committees, then and in that event, the question or questions in dispute shall be submitted to some disinterested person or persons for settlement.

If, prior to the 1st day of April, 1889, any controversy shall arise between the Master Builders' Association, or any of its members, and Bricklayers' Union No. 5 or Hod Carriers' Union No. 1, the same shall be referred to a joint committee composed of an equal number from each of the organizations so disagreeing.

This decision shall take effect on the 12th day of April, 1888, and shall continue in force until April 1, 1889, according to agreement of this date.

Dated at NEWBURGH, N. Y., this 11th day of *April*, 1888.

F. F. DONOVAN,

Of State Board of Mediation and Arbitration.

CARPENTERS,

Troy.

Prior to the commencement of the building season of 1888 the journeymen carpenters of Troy demanded that on and after the first of May eight hours constitute a day's work, and that they be paid therefor at the rate of thirty-one and one-fourth cents per hour. A few days prior to the first of May the contractors and builders declined to accede to these demands, and announced that their employés would be required to work nine hours per day at the former rate of wages, thirty cents per hour, and that their shops would be open on the first of May to such of their former employés as were willing to accept those terms. The journeymen carpenters insisted on their demands, and on the first of May few, if any, of them applied for work, and building operations in the city of Troy were practically suspended.

On the fifth of June the Board met the following committee of Local Union No. 78, Brotherhood of Carpenters and Joiners of America: P. Quest, chairman; E. J. Lake, secretary; John Purcell, Joseph Stone, Charles Landry, and Anthony Etue.

Commissioners Robertson and Donovan explained the object of the meeting, and requested a statement of the difficulty existing between the Boss Carpenters' Association, of Troy, and Union No. 78.

Mr. Lake made the following statement: Previous to May 1, 1887, an agreement was made, to take effect the first of May and continue in force to May 1, 1888, as follows:

"Articles of Agreement, made and entered into this sixth day of April, 1887, between the Boss Carpenters' Association, of Troy, N. Y., and Local Union No. 78, Brotherhood of Carpenters and Joiners of America, of Troy, N. Y.

"*First.* It is mutually agreed between the above-named parties that the working hours shall be from 7.30 a. m. to 12 m. and from 12.55 p. m. to 4.30 p. m., excepting on Saturdays, when the working hours shall be from 7.30 a. m. to 12 m., and from 12.55 p. m. to 4 p. m., to be known as regular working hours.

"*Second.* It is further agreed between the above-named parties that the wages shall not be less than thirty cents (30 cents) per hour for regular working hours.

"*Third.* It is further agreed between the above-named parties, that all work done in hours not above mentioned shall be known as over-time, and that the wages for over-time shall not be less than forty-five cents (45 cents) per hour.'

"*Fourth.* The members of Local Union 78, B. of C. and J. of A., do further agree not to work for any person or persons not regularly engaged in the carpenter and joiner trade for less wages than forty cents (40 cents) per hour for regular working hours, and not less than sixty cents (60 cents) per hour for all hours known as overtime.

"*Fifth.* And the members of Local Union 78, B. of C. and J. of A., do also further agree that, as a body, they will not demand any advance of wages until the expiration of these articles of agreement.

"*Sixth.* And it is mutually agreed that if either of the parties wish to change the above agreement at its expiration that they shall give at least three months notice in writing.

"And it is also mutually agreed that all provisions in this agreement shall be binding for one year, from May 1, 1887, to April 30, 1888.

"In witness whereof we have set our hands and seals this sixth day of April, 1887.

"WM. HAYNES,
"PATRICK VAUGHAN,
"GEORGE SPENCE,
"*Boss Carpenters' Committee.*

"PHILIP F. PITTS,
"ALEX. ANDERSON,
"ANDREW J. McKENNA,
"*Carpenters and Joiners' Committee.*"

NOTE.—By a resolution passed by L. U. 78, at a regular meeting held on April 11, 1887, any member found guilty of violating any part of the above agreement shall be fined fifteen dollars ($15) for each and every offense.

Everything worked satisfactorily until December, 1887, when a communication was received from the Boss Carpenters' Association, stating that they desired information as to whether they were dealing with a journeyman's union or a boss carpenter's union, alleging that in our organization we had boss carpenters as members, men who took contracts, etc.; also that they would refuse to sign any agreement or have any dealings with the union until they were informed on this matter, and not then, if the allegation was true. We communicated with the national organization, and were instructed to notify the bosses that the members of the union who were bosses and contractors were entitled to retain their membership so long as they paid union wages, employed union men and lived up to union rules.

In January, 1888, we notified the Boss Carpenters' Association that we desired to make changes in the agreement whereby the scale of prices would be two dollars and fifty cents per day of eight hours. No reply was received up to the time of the expiration of the above agreement, except in reference to our permitting bosses to remain members of our union. Three weeks ago we requested the bosses in our organization to resign, and they did resign. We notified the Boss Carpenters' Association of that fact, and also that the resignations were accepted and that they were no longer members of our organization. They then notified us that they would appoint a committee to confer with us, and that we would receive notice as to when and where the conference would be held. On Monday, May twenty-eighth, we received notice that such committee had been appointed. On May thirty-first we received notice that the bosses' conference committee would meet on June second, at 2 o'clock P. M., but did not state that they desired our committee to meet them. Wishing to settle this trouble amicably, Mr. Lake called on the secretary of the Boss Carpenters' Association, in company with two members of the union committee, and asked if they desired to meet us in conference; if so, when and where. Mr. Lee Johnson, secretary of the bosses' conference committee, stated that it was the sense of the Boss Carpenters' Association that the two committees should meet. We met their committee on June second, at 2 o'clock P. M., at Music Hall. The following gentlemen constituted the conference committee on the part of the Boss Carpenters' Association: C. A. Meeker, chairman; Lee Johnson, secretary; Robert Thom, Charles Duncan, F. Koerner and P. Vaughan. The committee from Union No. 78 was composed of P. Quest, chairman; E. J. Lake, secretary; John Purcell, Joseph Stone, Charles Landry and Anthony Etue.

We raised the same question in reference to the bosses' organization that they had previously raised in regard to the membership of our organization, we claiming that they had two members who had gone out of business and were then employed by other boss carpenters, and it was not just that they should, as boss carpenters, vote upon any proposition coming from the journeymen's union. After some conversation we waived this point.

The bosses committee asked what we demanded; in reply thereto we stated that we desired an agreement with a scale of prices of two dollars and fifty cents per day of eight hours, and expenses for men when working out of town. They replied that they would not accede thereto; we subsequently found that their committee had no power to

settle, except upon the acceptance of their terms, which were not stated. Our committee then retired.

After considerable discussion of the matter, the committee were asked if they would agree to appoint a committee, at the request of the Board, to meet a similar committee from the Boss Carpenters' Association, with a view to devising means of settlement. Mr. Lake replied that they were willing to appoint such a committee and to do anything to settle the difficulty on any fair basis; or were willing to refer the matter to arbitration, provided that that one point of eight hours per day should be conceded.

On the seventh of June the Board met the following committee of the Master Carpenters' Association: William Haynes, president; C. A. Meeker, chairman; Lee Johnson, secretary; Charles Duncan, Patrick Vaughan, Robert Thom and Fred Koerner.

This committee made the following statement:

On the 21st day of December, 1887, we sent a communication to the Brotherhood of Carpenters and Joiners, through our secretary, inquiring whether we were dealing with a journeyman's organization or a boss carpenters' association, and refusing to deal with them until satisfactory proof was furnished that we were dealing with a journeyman's association. The reason for sending such a communication was that they had members who were carrying on business in Troy, taking contracts, etc., and who, after the bids for work were opened, would make statements to the parties that they were paying too much, and that they would perform the work at a lower figure. We refused to appoint a committee to confer with them until this question was definitely answered. We received no direct answer until May twenty-fourth. Prior to that date we received two communications of an evasive nature, the last of which was received May seventeenth. The communication of May twenty-fourth stated that the members who were bosses had resigned and that their resignations had been accepted; and requested us to appoint a committee to confer with a similar committee of their organization and endeavor to bring about a settlement. This request was granted, and we appointed a committee composed of Messrs. Meeker, Johnson, Vaughan, Duncan, Thom and Koerner. We notified them of the appointment of this committee and of the time appointed for a meeting of the two committees. The place of meeting was not stated in the communication, but their committee subsequently called on our secretary and this mistake was rectified. The conference committees met at Music Hall, Troy, on the second of June, at two o'clock P. M. We inquired if they had any propositions to make to our committee;

they replied that they wanted to work eight hours per day, at thirty-one and one-quarter cents per hour, car fare and board to be paid when working out of town. In answer thereto Mr. Meeker said: "Gentlemen, as chairman of the committee of the Boss Carpenters' Association, I am prepared to say that we will not accede to either of those propositions." Their committee immediately arose and left the room without making any reply or offering any further proposition. We were prepared to make several propositions in reply to theirs, but on account of the abrupt way in which their committee left, we did not have an opportunity to offer them, and we do not now think it advisable to do so.

Commissioner Robertson then inquired if the Master Carpenters' Association would appoint a committee to confer with a similar committee of the Brotherhood, with a view to devising means of settlement. The members of the committee replied that they could not speak for the association, but that they were of opinion that the association would not take such action; that they had already appointed a committee for that purpose, and that a settlement had been prevented by the obstinacy of the journeymen's committee; that they had all the help they needed, some members of the association having turned away men who applied for employment; and that even if the course suggested by the Board were followed, it would have to be with the understanding that the master carpenters would retain in their employ the men who had been employed during the existence of the strike.

The Board then concluded that any further efforts to bring about a settlement would be ineffectual, and no further action was taken in this matter.

On the twenty-third of June the strike was declared off, and the men returned to work.

COMPOSITORS.

ROCHESTER.

In October, 1887, Typographical Union No. 15 and Typographical Assembly No. 1735, Knights of Labor, prepared the following scale of wages, which they requested the employing printers of the city of Rochester to adopt:

NEWSPAPER WORK.

SECTION 1. Composition on morning newspapers shall be at the rate of thirty-five cents per 1,000 ems; on evening and weekly newspapers, thirty-two cents per 1,000 ems.

§ 2. Compositors shall be furnished with six and one-half hours continuous composition; when obliged to wait for copy they shall charge at the rate of 1,200 ems per hour.

SPECIMENS OF PRICE-AND-A-HALF MATTER.

§ 3. Plain double-column matter, when divided by rule, quadrat or brace, evenly or unevenly, to be charged price and a half.

Specimen with Rule.

Our system of national government is not a complex system, but | The taxing power is the greatest, but is regarded by some as

Specimen with Quadrat.

The navy, upon which over thirteen million dollars annually is | Yet, with the exception of a few vessels that are in a condi-

Specimen of Names in Two Columns.

John Smith. Henry Adams.
William Wilson. Thomas White.

§ 4. Three columns of figures or words, or figures and words, price and a half.

Specimen—Three Columns.

Name.	Residence.	Amount.
H. Wilson	25 State street	$250 75
A. Jones	93 North avenue	500 00

Specimen—Three Columns.

James J. Price, street imp	$77,564 00	
James P. Baker, salary	55 00	
John Keith, salary	60 00	
		$77,679 00
Thomas McGuire, furnish flag walks	$568 19	
S. O'Neill, painting	30 00	
		$598 19

§ 5. All matter surrounded by leaders, rules, etc., in the form of a border, shall be charged price and a half.

DOUBLE-PRICE MATTER.

§ 6. Three columns, with rules, double price.

Specimen—Three Columns, with Rules.

	1878.	1879.
Received from sale of stamps	$28,000	$32,000
Number of money orders paid	30,000	22,072

§ 7. Four or more columns of figures or words, or figures and words, with or without rules, double price.

Specimen—Four Columns, without Rules.

No. Lease.	Date of Lease.	Block.	Street.
565	January, 1870	507	North Water.
765	March, 1875	505	Alexander.

July 31.	James J. Price, street imp	$77,564 00	
" "	James P. Baker, salary	55 00	
" "	John Keith, salary	60 00	
			$77,679 00
Aug. 1.	Thomas McGuire, furnish flag walks	$568 19	
" "	S. O'Neill, painting	30 00	
			598 19

§ 8. Introductions and conclusions to articles which are set in smaller type (as nonpareil resolutions with minion introductions) to be measured as the body of the matter, when not exceeding three lines. This also applies to tabular work.

§ 9. All cuts coming in piece matter to be measured by the compositor. Where any misunderstanding arises between compositors in regard to measuring cuts, the question shall be decided by the chapel.

§ 10. All work of an intricate nature, such as diagrams, or very unusual work, shall be done on time.

§ 11. On all daily papers the office shall, in all cases, prove galleys.

§ 12. When a measure exceeds even ems in width, and less than an en, the en not to be counted; but if an en, to be counted an en; if over an en to be counted an em.

§ 13. The following is the alphabetical scale for the measurement of types: Pica to bourgeois, thirteen ems; brevier and minion, fourteen; nonpareil, fifteen; agate, sixteen; pearl, seventeen; diamond, eighteen. All fonts exceeding the standard are to the benefit of the compositor, and no allowance or deduction can be made owing to such excess

In considering whether a font of type is up to the standard, the letters to be measured are the lower case letters from a to z inclusive, and these only — the twenty-six letters of the alphabet. Where type is cast upon a larger body than the face (as nonpareil face upon a minion body) it shall be measured as nonpareil; or where it shall be cast upon a smaller body than the face (as long primer upon a bourgeois body) it shall be measured as bourgeois.

§ 14. Compositors shall correct one proof, and all errors in a revise which they may have neglected in the first proof; but shall not be responsible for any change from copy, or change from usual style. In punctuation, the use of capitals, and the spelling of proper names, the office shall prepare copy as they wish it, or accept the proof as set by the compositor. All changes shall be ringed.

§ 15. The number of weekly compositors on the several daily papers in this city shall be one journeyman on display advertisements, and one journeyman on commercial. All surplus "ads" or commercial shall go on the piece hook, and under no circumstances shall any matter be "culled." All matter except display advertisements and commercial to be set by the piece.

§ 16. All advertisements set by the piece to be measured according to the smallest type used in such advertisement; *provided*, that no advertisement shall be measured in larger type than nonpareil.

§ 17. All work done on Sundays, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's days, in news rooms on afternoon papers, shall be charged price and a half; but this rule shall not apply to morning or Sunday papers.

§ 18. All composition done on afternoon papers after 5 P. M. shall be at morning newspaper rates. Compositors on morning newspapers required to remain after 3 A. M. to be allowed time and type.

§ 19. The loaning and borrowing of matter or matrices between newspapers printed in separate establishments, either by employer or employé, is prohibited, except in extraordinary emergencies which render its toleration practically unavoidable.

§ 20. All matter placed upon the stone usually used for "dead matter," or emptied upon a distributing galley, shall be the property of the compositor, and shall be "lifted" at his discretion, should the copy of said matter, or any portion of it, be given out for composition.

§ 21. All heads shall be measured according to the type in which the body of the article is set. Headings to articles set in larger type running into smaller shall be charged according to the smaller type; *provided*, this shall not apply to extracts set in smaller type. Where heads are set in smaller type than the body of the article, they shall

be measured in the smallest type in which they are set. This shall not be construed to cover credits of one line.

§ 22. The compositor shall be entitled to all department heads of articles, heads of continued stories, and all matter between the commencement of an article and the dash rule.

§ 23. Compositors employed by the week on morning newspapers shall receive not less than twenty-one dollars per week of six days. On evening newspapers eighteen dollars per week.

Book and Job Work.

Section 1. Composition on book and magazine work shall be at the rate of thirty-five cents per 1,000 ems. If the compositor is required to make up his matter he shall receive three cents extra per 1,000 ems.

§ 2. Composition by the week on book or job work, shall be not less than fifteen dollars.

§ 3. Fifty-nine hours shall constitute a week's work.

§ 4. All time work done after regular hours shall be charged thirty-five cents per hour.

§ 5. All work done on Sundays, Fourth of July, Labor Day, Thanksgiving, Christmas or New Year's days shall be charged price and a half.

§ 6. Where the measure does not exceed eight ems in width, of the type in which the matter is set, ten cents extra per 1,000 ems shall be charged; over eight and less than thirteen, five cents extra.

PRICE-AND-A-HALF MATTER.

§ 7. Plain double-column matter, when divided by rule, quadrat or brace, evenly or unevenly, to be charged price and a half.

Specimen with Rule.

Our system of national government is not a complex system, but | The taxing power is the greatest, but is regarded by some as

Specimen with Quadrat.

The navy, upon which over thirteen million dollars annually is | Yet with the exception of a few vessels that are in a condition of

§ 8. Three or four columns of words, where the columns are not all set the same measure, with or without rules, as shown in sample A price and a half. This shall not be construed to include matter made up with three columns on page.

Sample A.

		Telegraph cipher.
Betula populifolia	Am. Birch	Creation.
Castanea vesca	Val. fruit	Cream.
Cratægus oxycanth	Hawthorn	Craze.

Three columns of figures or words, or figures and words, with rules running both ways, price and a half; only such rules to be counted as shall necessitate the division of either column or cross-rules.

§ 9. Four columns of figures, or figures and words, without rules (Sample B) price and a half.

Sample B.

Paid M. Gunlach, on contract		$4,916 20
Paid A. W. Hodeman, on acc't	$1,951 00	
Paid Warner & Cutler	51 53	
Paid hardware and labor	87 74	
Total amount expended	$2,090 27	
		$7,006 47

DOUBLE-PRICE MATTER.

§ 10. Four columns of figures or words, or figures and words, with rules, double price. Only such rules to be counted as shall necessitate the division of either column or cross-rule, as shown in samples C and D.

Sample C.

No. 15—Rocking Chair, round arm	8 00	12 00	17 50
No. 16— " " square arm	7 00	10 00	10 00
No. 17—Bedstead, walnut	65 00	70 00	100 00

Sample D.

PERIOD.	GOLD--ANNUAL AVERAGE.		Total annual average value.
	Kilograms.	Value.	
From September to September	312,600	$14,981,600	$23,301,800
From January to January	431,200	17,924,500	30,604,800
From April to October	531,135	22,157,100	39,513,500

§ 11. Five columns or more of figures or words, or figures and words, where the columns are of uneven width, double price.

§ 12. Where matter is set in half-measure and doubled up its value shall not be increased, but copy shall not be divided lengthwise of the page.

§ 13. Cut-in notes shall be counted 250 ems per note.

§ 14. Where Greek, Hebrew, Saxon, or any other character not in common use, occasionally occurs, five cents per word.

§ 15. Quotations, contents of chapters, foot notes and descriptions under cuts to be charged according to the type in which they are set.

§ 16. Side, foot and center notes, and rule-and-figure work shall in all cases be measured and charged separately, according to their character and the type in which they are set.

§ 17. All cuts coming in piece matter to be measured by the compositor.

§ 18. Work done in pica or any larger type to be done on time.

§ 19. When a measure exceeds even ems in width, and less than an en, the en not to be counted; but if an en, to be counted an en; if over an en, to be counted an em.

§ 20. The time spent in alterations of proof, waiting for copy, or proof having marks "ringed" or other matter not provided for in the preceding articles to be charged for by the hour, at not less than 1,200 ems per hour. Imperfect letters and type turned in consequence of shortness of font shall be "ringed." Compositors shall not correct more than one proof and its revise; this shall not excuse a compositor from correcting marked errors overlooked by him in a first proof or revise. The following shall be deemed a definition of what constitutes an alteration from copy: A change from copy not provided for by the style of the office publicly printed in the office, nor by instructions given to the compositor when the copy is given out; a change in the spelling of proper names, words from foreign languages, etc., not provided for as above; a change in the spelling or division of words not in accordance with the dictionary given as a standard and not provided for as above; a change in the punctuation or capitalization, where a take commences or ends even, within two lines of commencement or end, unless it is evident from copy that it should be so punctuated or capitalized.

§ 21. Side or center notes to be counted the full length of the page, including the lead or one rule.

§ 22. All time work, or fractional part of a day's work, not coming legitimately under this scale, shall be charged at the rate of thirty-five cents per hour.

§ 23. Where compositors are required to remain in the office unemployed, awaiting orders, they shall be paid at the regular rates for time work.

§ 24. All composition by the piece required during the noon intermission and after closing time to 10 o'clock P. M., twenty-five cents per hour extra. Composition done after closing time on Saturday to be charged double regular rates.

§ 25. All job offices employing three or more piece hands shall in all cases prove galleys.

MISCELLANEOUS.

One apprentice to every five journeymen holding regular situations in each department. Apprentices shall serve five years.

We recommend that in all cases where disputes arise arbitration shall be resorted to.

The Employing Printers' Association, of which most of the employers were members, informed the representatives of the employés' organizations that they would not adopt this scale, and offered to renew the agreement which they had worked under for the year ending November 1, 1887. Subsequent interviews did not alter this state of affairs, and a strike took place on the second of November, at 7 o'clock P. M. The fact of the strike did not come to the knowledge of the chairman of the Board until the morning of the third of November, when he requested the other two members to come to Rochester and endeavor to effect a settlement of the difficulty; and on the morning of the fourth of November, at 10 o'clock A. M., the Board met in that city, Commissioners Robertson and Donovan being present.

The following persons attend the meeting: On behalf of the Employing Printers' Association, Messrs. John E. Morey, Jr., W. F. Balkam, W. H. Matthews, D. T. Hunt, E. R. Andrews and John P. Smith; on behalf of Typographical Union No. 15 and Typographical Assembly 1735, Knights of Labor, C. H. Wright, Joseph Farquhar, A. T. Brown, James Nellis, J. R. Childs, F. M. Speier, John Cronin, W. H. Barrett, W. L. Emerson and Robert T. Murphy.

Commissioner DONOVAN.—It would be well for the employés to state, from the beginning, the nature of the difficulty and what led to the men quitting work.

Mr. WRIGHT.—It has been customary for several years past between the employing printers and their employés to sign a scale on the first of November, to continue in force for one year. The manner of arriving at that scale should be, as heretofore, by having a conference over a scale proposed and arbitrating it between themselves. Somewhere about the twentieth of October, I believe it was, the two employés' organizations had prepared a scale and submitted the same, with a letter, to the employers' association. The letter, I believe, asked the employers to consider the scale, and if there were any clauses in it which were obnoxious to them, to note their objections, and the understanding was that they should be considered. The reply we got was to the effect that the old scale of a year ago was satisfactory to them, and they returned us that for the following year. We asked for a conference, and after a short lapse of time, owing to the absence of some of the employers' association from the city, we were notified that there would be a conference in Powers Block, in a certain room at a certain time. We waited upon the employers' association at that time with the full expectation of having a frank, free discussion of our scale for the ensuing year, and settling then and there the bill of wages for one year from that date, from the

first of November. We were informed on being admitted to the room, that we had been allowed to go before the association to present our case. This was a departure from the established custom, inasmuch as we were not allowed to arbitrate the case, any more than to present our side, and the other side was not stated, any more than interjecting remarks on the subject. We withdrew and the employers sent us their answer. Their answer was to the effect that they could see no reason for an increase of wages; they could see that there had been no increase in the cost of living, etc., and declined to adopt the new scale. I would like to state that when we appeared before the employers we attempted to show them that the cost of living had increased, and also that the wages we have had during the year materially decreased. We sent them a communication, after receiving their reply, submitting a proposition to them to this effect: that while we upheld and affirmed the right of the laborer to put a price on his labor, still in the interest of harmony and good feeling that had heretofore existed between the employer and the employé, we would waive that right and consent to one of two things; that they sign the scale as presented by us, or agree to arbitrate it by a certain date. The reply received was that they could not sign the scale and would not arbitrate, for the very good reason that they saw nothing to arbitrate. As a result of that action, we considered that, as there was no scale in force after November first, the other one having expired by limitation, there must necessarily be a scale arbitrated for the ensuing year, or else arbitrarily established, and we proposed that it should be arbitrated. Having failed to secure any concessions from the employers, it was decided that the men should cease to work. They did so; and a few minutes later a subcommittee of this committee waited on the employers for the last time and asked them individually to sign our scale. This they declined to do or to arbitrate, which we again requested them to do. We notified them that the men could not return to work on that basis, on the arbitrary scale adopted by themselves. I believe that is the state of affairs up to the present time. If the secretary or any member of the committee noticed anything that I have omitted, I wish they would state it.

Commissioner Robertson.— What time did the strike take place?

Mr. Wright.— The second of November, at 7 o'clock in the evening.

Mr. Farquhar.— In the first communication I sent to the proprietors, as secretary of the joint committee, I requested them to state what sections they objected to in the scale as presented by us, and also requested them to state as early a day as possible when we could meet them in conference. I received a reply stating that,

on account of the absence of one of their members from the State, they could not have a meeting until such a time. After their meeting I received another communication from the secretary stating that they had had a meeting and could see no reason in the cost of living why there should be any change in the scale they were working under last year, and they did not mention any day for a conference at that time. Friday evening I saw Mr. Morey and requested him to have a meeting of the proprietors for a conference on Saturday afternoon. He informed me that he would. I received another communication from him on Friday evening, stating that they could not have a meeting so soon, the association being large. Mr. Brown saw Mr. Balkam Monday morning, and he informed him that the employers' association was to have a meeting Monday afternoon at 4 o'clock, and were to appoint a committee to confer with us. We proceeded to Powers block at 4 o'clock; after a short wait we were admitted to the room, and the discussion proceeded on our side, with interjections from the members of the employers' association. The rest was as Mr. Wright stated. At the meeting one of our members proposed that they refer the matter to the State Board of Arbitration, and we received no reply to that; they did not say that they would so refer.

Mr. WRIGHT.—I will state one thing. The reply we received after the so-called conference was signed by each member of the employers' association. It stated that they had weighed our arguments carefully and considered them. That document was signed by three members of their association who heard only a fractional part of our argument and two who heard none of it. We could not, for the life of us, see how they could weigh and consider arguments that they never heard.

Mr. ANDREWS.—I will say, Mr. Chairman and gentlemen, that Mr. Wright has stated in general terms the progress of the interviews that have been held here. I will say, in addition to that, that for the last four or five years, as he stated, there have been conferences held between the proprietors of the principal offices here—those employing the largest number of men—and representatives of the various organizations of printers, and they have come to a mutual agreement each year. I will say this, however, every year when we met there have been pretty large demands, one way and another, in changes of the customs and usages of printers, and as a matter of compromise the proprietors have yielded a good many things which they felt they ought not to have yielded. When the scale was presented this year the changes were

much more radical than they had been before, and of such a character that the proprietors felt that they could not consent to them. As the agreement that we worked under last year had proved satisfactory to both, and feeling that we understood the limitations and conditions of the business better than anyone else could, we felt that if we offered the same scale that we worked under last year we were doing all that the conditions of the trade would warrant us in doing. I having been absent from the city, had come home sooner than I should, for the purpose of meeting with the other employers, in response to their telegram. Feeling that we had nothing to consent to further than we had, and that we had nothing to arbitrate, we felt that we understood the conditions of the trade better than anyone else could, and we felt that we could make no change; that is, no change for the better for the men, and we offered to continue to work under the same scale and conditions as we have for the last year. That is the condition of affairs. If the committee have anything to suggest we will hear them, and if not, we are all pretty busy now, and as you can imagine, we are anxious to get back to our offices as soon as possible.

Mr. Balkam.— It might, perhaps, be proper to state — but it is of very little importance — I understood the secretary of the joint committee to say that it was proposed to us to refer this matter to the State Board of Arbitration, and that we declined. The only time that I recollect, and my memory serves me, I think, this gentlemen here suggested that the matter be referred to the State Board of Arbitration, and the chairman of the committee at once shut him off and said he was not prepared at that time to submit to any arbitration — something of that kind.

Commissioner Donovan.—There is no doubt that the relations between the employing printers and their employés is being strained to the utmost. If it lasts much longer a feeling may spring up that it will take years to eradicate. From the statement made here now it appears that the employés presented a scale of prices, which was, in the opinion of the employers, a radical change of the scale of prices which went out of existence on the first of November. The employers, I presume, after considering that scale thoroughly and looking into the question whether their business interests would permit the payment of the rates demanded, declined to grant the request of the joint committee of the organizations of employés and offered the old scale in place of it, which the men have declined to accept. It does not appear that any effort was made to bring about an understanding by means of a joint conference looking to a settlement. We feel that this matter can be settled if the proper spirit animates each side. In this age of organi-

zation neither side should deny the right of the other to organize; it is well that employers and employés are organized. They should meet once a year and make a scale of prices for the ensuing year whereby strikes may be avoided. Where this has been done it has resulted in good feeling between employers and employés.

For the interests of both sides, for the best interests of the city of Rochester, the printing interests in particular, I trust that the suggestions we offer now will be taken back by you to your respective organizations, and that you will ask your organizations to appoint a committee of five employers and a committee of five employés to meet, with power to make a scale of prices and arrange all details connected with it; also that hereafter committees of both organizations shall meet each year and make a scale of prices for the next year. In that way, I think, the best of feeling will prevail, and an amicable settlement can be arrived at. If adjusted in this way, I think that each side will have sufficient confidence in the other to resume work in all the offices pending the settlement by the conference committees.

Some members of the Board have to leave the city to-night or in the morning, and we desire to receive answers from your associations as soon as possible. Mr. Andrews, I trust that your committee will take this proposition to your organization and reply to it as soon as possible.

By Mr. ANDREWS.—Most assuredly we will take it to our association.

By Commissioner DONOVAN.—While this is our suggestion, is there any suggestion from either side looking to a settlement?

By Mr. ANDREWS.—Not at present.

By Mr. WRIGHT.—I will state, Mr. Chairman, that the committee of employés is prepared—think we have enough justice on our side—to make this proposition, that we will lay this whole matter of a scale of prices before the State Board of Arbitration, and allow Mr. Purcell, a member of the employers' association, to act as chairman of that board. I want to offer another proposition, that we are prepared to leave this matter to the arbitration of the two remaining members of the Board of Arbitration, leaving off its chairman, who is an employing printer. We will go further than that, and leave it to one of themselves, William Purcell, chairman of the State Board of Arbitration.

Mr. WRIGHT also expressed the willingness of the employés to accept the suggestion of Commissioner Donovan, and appoint a committee for the purpose of adjusting the difficulty by means of a conference.

Subsequently the following communication was received from the Employing Printers' Association:

To the Honorable the State Board of Mediation and Arbitration:

Gentlemen.—In accordance with your request, the committee of the employing printers submit the following reply to the suggestion of your honorable board that negotiations be reopened between them and their employés, looking to the adoption of a new scale:

After the tender of the scale of last year, which was the best that we could afford to do, and the refusal of the printers to accept the same, and after they have gone out on a strike, and we have to some extent filled their places and obligated ourselves to give employment to others who are about to begin work, we respectfully decline to reopen negotiations, as we feel that our obligations to the men who refused to strike and to those who have accepted places made vacant by the strikers, render it impracticable for us to do so.

Very respectfully.

EMPLOYING PRINTERS' ASSOCIATION
Of Rochester, N. Y.

Ernest Hart, *Secretary.*

After the strike had continued for sixteen days, on the 18th of November, 1887, the strike was declared off by the two organizations of employés. Many of the compositors returned to work, while the places of others were filled, and they were obliged to seek employment elsewhere.

New York.

On the 21st of February, 1888, a strike occurred in the office of the Cherouny Printing Company, on account of the discharge of four members of Typographia No. 7, in order to give employment to members of Typographical Union No. 6.

Mr. Cherouny requested the Board to endeavor to effect a settlement of the difficulty, and Commissioner Donovan immediately visited New York city for that purpose. He received a statement of the matter from the officers of Typographia No. 7, the officers of Typographical Union No. 6 and Mr. Cherouny. At his request, those parties met him at 179 William street, New York city, on the twenty-third of February.

Following is a report of the conference:

Commissioner Donovan stated that the meeting had been called at the instance of Mr. Cherouny, who wished the Board to endeavor to effect a settlement of the trouble in his establishment; that he had been sent by the Board to perform this duty; and that after meeting Mr. Cherouny and the officers of the two unions, he

had called this meeting to see if the parties could not amicably settle their differences and hereafter work in harmony.

Mr. CHEROUNY.— In 1886 I was absent in Europe. In May of that year I received a telegram from my manager, stating that the men had made a demand for eight hours a day and a tariff of wages, and asking my consent to the granting of their demands. I at once telegraphed back, giving consent. At the end of the year I returned and found that I was paying for the English work in my office from eight to ten cents per thousand ems above the English scale. I went to the officers of No. 7 and asked for relief, calling their attention to the fact that I was about the only employer who was compelled to pay nearly fifty cents per thousand ems, which was a hardship that I ought not to be made to bear. They would not release me from the agreement, and though I grumbled and steadily lost trade through my inability to compete, I kept the contract. I again went to the officers of No. 7, but could get no redress. I appealed to the Central Labor Union, but the English printers going on strike, no action was taken by that body.

Other difficulties arose, and my business changed from a German to almost an English office. My business now is about three-fourths English and one-fourth German. I have only two regular German publications, the *Medicinische Presse*, my own paper, and the *Brewers' Journal*. I have work for only four German compositors, though, of course, if a large job came in I should have to employ more. Typographia No. 7 has enacted a clause by which the employer must take the first man on their list and has no power to discharge this man. This is objectionable, for the unions take in too many newly-arrived immigrants who not only cannot set English manuscript, but cannot read or speak the language. If I have no German work, but have English work, these men are useless. I received one letter from Typographia No. 7 forbidding me, under penalty of a strike, from employing anybody except through their executive committee. If my men are incompetent to set English they will try to find other men, and the question of competency rests with them.

As to this strike, the new chairman of the office brought into the office a copy of the tariff under which I was working. I had called on Messrs. Baumann and Mertens, of the union, for it, but had never seen it. I found that under the tariff I was only expected to pay for English work under the scale of Typographical Union No. 6, and I at once informed the chairman that I should hereafter pay according to that scale. Then a committee called on me and made some claims about the advertisements in the *Brewers'*

Journal. I told them that I should pay their scale, "fat" and all. I then saw Mr. Jas. M. Duncan, president of Typographical Union No. 6, and he said that he would look into the matter. He came to the office and was treated in a most uncivil manner. The chairman of the office came to me and asked me by what right I had these strangers coming into the office. I told him that I had a perfect right to call in the president of a union who is interested in the matter. Then he said, "Hereafter I am your enemy for life." I told him if he was my enemy I would rather have him my enemy out of the office than in it, and he left.

My German work had fallen off to such an extent that I laid off four men who could only do German work. The discharge of those men made an issue of the case.

Commissioner Donovan.— Is it your desire to have a union or a non-union office, Mr. Cherouny?

Mr. Cherouny.— I have taken such a pronounced stand on this question that I can not have a "rat" office. When I saw Mr. Duncan I said, "For Heaven's sake, fix this thing so that I won't have a 'rat' office."

Commissioner Donovan.— Will you pay the German tariff on German work and the English scale on English work?

Mr. Cherouny.— Yes, sir; I am perfectly willing to do that, and to employ only members of No. 7 on German work and of No. 6 on English work.

President Duncan was requested to make a statement on behalf of Typographical Union No. 6, and he submitted the following document:

Rooms of Typographical Union No. 6,
No. 53 Frankfort Street,
New York, *February* 23, 1888.

President Duncan:

Dear Sir.— At the meeting of the executive committee of Tuesday last the following resolution, in relation to the Cherouny matter, was adopted:

"That so long as Mr. Cherouny pays the scales of No. 6 and No. 7 unions, he has a right to employ whom he chooses from either union."

Fraternally.

THEO. C. WILDMAN,
Chairman Ex. Committee.

Mr. Mertens (of Typographia No. 7).— The International Typographical Union and the National German Printers' Union entered into an agreement in 1884 that in any office in which both German

and English work is done the union having a majority of the hands should control the office. Under this agreement, Typographia No. 7 controlled Mr. Cherouny's office. In 1886 an agreement was made with all German and mixed offices. Under this agreement, eight hours constituted a day's work, and the wages were twenty-three cents a thousand letters for pica, small pica, bourgeois and brevier, and twenty-five cents for minion and smaller type; night work was three cents more, and Roman one cent extra. The pay of week hands was fifteen dollars a week of forty-eight hours. We made an arrangement with Mr. Cherouny by which the advertisements were to be done by piece hands. Under this arrangement, unless straight composition in English was paid for at higher rates, no man could make a living in the office, on account of having to change cases so often. When Mr. Duncan came into the office the chairman did not know him, and when he commenced asking about the internal workings of the office the chairman told him that it was none of his business. When this trouble arose we asked Mr. Cherouny to wait a week and a settlement might be made, and in the meantime not to discharge any men; but he immediately discharged three men. We never asked him to employ only members of No. 7. Our men who were discharged must be reinstated. The agreement with the International Typographical Union is that all German work must be done by No. 7 and English work by No. 6, but that is impossible in this office.

Mr. RINKEL (of Typographia No. 7).— Mr. Cherouny says that he had to get along with incompetent men whom he could not discharge. I have told Mr. Cherouny myself that in any case where he could prove incompetency he could discharge the man. Mr. Duncan came into the office as a strange man and asked our chairman what the trouble was, and the chairman told him it was none of his business. I can state that the chairman in Mr. Cherouny's office has always had trouble.

Mr. MERTENS.— When Mr. Baumann and myself saw Mr. Cherouny we asked him what he meant by saying he would employ members of No, 6; he replied that No. 6 would soon have to work for less money. "Then," I said, "you want to get us out because you can better control the office with No. 6 in charge." Our union gained the tariff with but few strikes. Every chairman at Cherouny's for the last two years has been discharged. Some time ago we elected an English chairman, but he had the same troubles. Our men must be reinstated before any settlement can be made.

In reply to questions of Commissioner Donovan, Mr. CHEROUNY reiterated his offer to employ only members of Typographia No. 7 on

German work and members of Typographical Union No. 6 on English work, and to pay the scales of prices of the two unions.

Commissioner Donovan.— Is that satisfactory to No. 7?

Mr. Baumann (president of Typographia No. 7).— If it were possible we would do it, but it is impossible.

Commissioner Donovan.— But Mr. Cherouny says it can be done.

Mr. Baumann.— That may be, but the same trouble would soon arise again. This is simply a question of power. Mr. Cherouny knows we are more powerful than No. 6 and wants to get us out. I am against arbitration, anyway, for the workingman always gets left.

Commissioner Donovan.— Not always. My experience as a member of this Board shows that arbitration is nearly always successful. Is it not better to find some common ground which will not lead to long years of strife?

Mr. Mertens.— Mr. Cherouny simply wants to go to No. 6 because of his pocket. He knows that we are stronger than No. 6. He is right to look out for his pocket, and we are right to look out for our interests.

Mr. Cherouny.— It is true that in my office there has been more or less turmoil for the past ten years. The cause of this is the inefficiency of No. 7's men to do English work.

It has been stated that No. 7 never hindered me from employing No. 6 men. I wish, in this connection, to put this letter in evidence:

New York, *September* 30, 1887.

Mr. Cherouny, *New York*,

Worthy Sir.— In reply to your favor of the twenty-eighth instant, I have to present to you the following demands of Typographical Union No. 7:

First. Recognition of the Saturday half-holiday.

Second. In case there should be work on hand which it is necessary should be done on Saturday afternoon, the posted tariff rate of twenty cents per hour to be paid.

Third. Absolute avoidance of the employment of other compositors on Saturday afternoon, to the exclusion of members of Typographia No. 7. The breaking of this rule would be followed by the immediate cessation of work.

Fourth. In case of lack of work, the workmen put on last must be the first discharged. In case of special work, which a given compositor is unable to do, you must arrange the matter through or by the executive committee.

Respectfully.

RICHARD SEIFFERT,

Corresponding Secretary Typographia No. 7.

This means that, although I have been a member of No. 6 for many years, I must be debarred from employing members of that union.

Mr. Cherouny then gave an extended history of the old troubles in his office. He said that when he got an intricate piece of German work to estimate on, he had to lay it before the chairman of the office to get the executive committee's estimate of what it would cost him to have it set up. This sometimes took eight days.

Commissioner DONOVAN.— It is evident that a conflict is imminent between these two unions. We want to avoid this and effect a settlement. I would suggest that the matter be left to the presidents of Nos. 6 and 7, and a representative of Mr. Cherouny for settlement.

Mr. BAUMANN.— That is impossible; both No. 6 and Mr. Cherouny have broken contracts with us, and that would be a poor arbitration committee for us.

Mr. MERTENS.— We must get all piece work or all time work, and we must get all the advertisements. Our committee can not make any settlement without first submitting it to the union.

Commissioner DONOVAN.— Your first demand is that the men who were discharged be reinstated?

Mr. MERTENS.— Yes, sir.

Mr. CHEROUNY.— I want to make my office an American office; but I would like to ask, if I got a German job, if I could go to No. 7 and get men to do it. Under the present arrangement it costs me more for English work than I get for it.

Commissioner DONOVAN.— Mr. Cherouny, Mr. Mertens says that the union will make no settlement unless the men who were discharged are reinstated. Will you agree to that?

Mr. CHEROUNY.— I have work for only two Germans; I will take back two of them.

Commissioner DONOVAN.— How does that suit you, Mr. Mertens?

Mr. MERTENS.— We can not sell our men. We ask that the four men last discharged be put back to work.

Commissioner DONOVAN.— Who were the four men?

Mr. MERTENS.— Messrs. Sehr, Kommier, Franzen and Michael.

Mr. CHEROUNY.— I can not do that; I have work for only two of them.

Commissioner DONOVAN.— Then I do not see that there is any use in going further. One side says it will and the other says it won't, and I see no prospect of reaching a settlement.

Mr. MERTENS.— We have referred the matter to the Central Labor Union, and No. 6 will find that it is not a proper thing to take the

places of members of a sister union on strike. We will also refer the matter to the American Federation of Labor.

Hugo Miller (of Typographia No. 7). — I do not see how a fight can be avoided.

Commissioner Donovan. — I do not think that anything else can be done, but I wish to say that if at any time I can be of service in bringing about a settlement, I am at your command.

Mr. Cherouny and Mr. Miller thanked Commissioner Donovan for his efforts to effect a settlement and the conference was brought to a close.

Buffalo.

A strike of compositors employed in the *Demokrat* office occurred on the 2d of May, 1888. Ten of the fifteen compositors employed in that office had been receiving thirty-two cents per thousand ems, and the other five had been receiving thirty-five cents per thousand ems. On the morning that the strike occurred a committee called on Mr. Held, the business manager of the *Demokrat*, and requested that all the compositors be paid at the rate of thirty-five cents per thousand ems. Mr. Held replied that he could not decide the question then, and that he desired time to consider the matter. The committee declined to wait for an answer, and ten of the compositors immediately quit work. Subsequently, on the same day, a committee of Typographia No. 4 called on Mr. Held, and he offered to take back six of the men who had gone on strike and pay them at the rate of thirty-five cents per thousand ems. The next morning the committee declined this offer, and demanded the reinstatement of all the employés who had taken part in the strike.

On the third of May a representative of the Board called on the parties and arranged a conference between a committee of the union and the business manager of the paper, with a view to devising means of settling the difficulty. At this conference the representative of the Board suggested that, inasmuch as Mr. Held was willing to grant the desired increase of wages, as many of the compositors as were needed return to work. Mr. Held afterwards offered to furnish employment, at the increased rate of wages, to seven of the ten men who had struck, which offer was finally accepted, and the strike was declared off.

COOPERS.

OGDENSBURG.

On the twenty-third of January, a communication was received from the secretary of District Assembly 156, Knights of Labor, calling the attention of the Board to a strike in the cooperage of Hiram D. Northrup, of Ogdensburg, and requesting the services of the Board in the settlement of the same. Commissioner Donovan visited Ogdensburg and invited the parties to meet him on the twenty-ninth day of February, at 7 o'clock P. M. At that time, Mr. H. D. Northrup appeared in person and by his counsel, Thomas Spratt. Thomas Lacombe, John J. Kelly and Alza Richards appeared on behalf of District Assembly 156.

Commissioner DONOVAN stated that he came there at the request of the employés, to endeavor to effect a settlement of the difficulty.

Mr. SPRATT, on behalf of Mr. Northrup, made the following statement:

In December, 1887, on the last pay-day of that month, an agreement was made with the employés in the cooperage whereby the wages of the coopers should be eight and nine cents per barrel up to May 1st 1888, and from May first to the end of the year, nine and ten cents. At that time Mr. Northrup learned that his employés were in the habit of drinking whiskey during working hours; and, as work was slack, he discharged seven men, giving the names to the others of the employés. Those seven men that were discharged are those who were most addicted to the use of liquor. The men went to work under this agreement. No objection was then raised to the discharge of these seven men. Work continued for five weeks; then the men remaining at work requested that four of those discharged be reëmployed, and the work divided among all the employés. Mr. Northrup declined to grant this request. On February seventh the men struck, to the number of twenty-seven, in the cooperage and mill. From that time until February twenty-first, several conferences were held with representatives of the employés. On the twenty-first Mr. Northup stated to Mr. Morrison, district master workman of District Assembly 156, that after having waited several days for his men to return to work, he set to work to secure other men; that, having secured a number of hands, he had reopened his cooperage, and that he would reëmploy those of his old help that he had room for; that he had then thirteen hands in the cooperage and seven in the mill, and that he had raised the compensation of coopers to nine and ten cents per barrel, and intended to continue it at that price; that the difficulty was caused by the men who were

discharged for drinking; that he thought he had the right to conduct his business as he deemed best for his interests; that he intended to stop the introduction of liquor into his factory; and that he had concluded that unless these men returned to work, that is, those of them for whom he had employment, he would get help elsewhere.

Mr. Lacombe, on behalf of the employés, stated that in June, 1887, the coopers employed by Mr. Northrup asked for an advance of one cent per barrel; that the advance was refused and the men quit work, on the advice of the assembly; that about four days afterwards Mr. Northrup agreed to grant the advance and the men returned to work; that thereafter, all during the summer, trouble existed in the factory in one form or another. Once a man who had been employed by Northrup for many years was sent to trim barrels at Rodee's mill, as had been customary, there being an agreement between Northrup and Rodee that when the latter wanted a cooper to do work at his mill Northrup would send him one; and when the work at Rodee's mill was finished the cooper would return to Northrup's shop and work as usual; but in this instance when the cooper returned from Rodee's mill Mr. Northrup put him in another berth, which he was expected to refit at his own expense, and another man, not a Knight of Labor, was given the berth formerly occupied and furnished by this man, Turkell. He objected to such treatment, but his objection was not heeded by Mr. Northrup. Finally he complained to the assembly of which he was a member, and a committee was appointed to wait on Mr. Northrup in reference to the matter, but their efforts were of no avail.

During the season following the strike Mr. Northrup declared that he would get even with the coopers and the local assembly. Just as soon as his contract for wages had expired he discharged seven of the men who were among the first to join the Knights of Labor. When remonstrance was made he claimed that they were drunkards. The District Master Workman of District Assembly 156 investigated the matter, and he found that whisky was brought into the shop; but it seemed that Northrup winked at it as a means of carrying out his designs against the Knights of Labor. His foreman, known as Chatterson, bought whisky with money that he received from men making extra barrels, and by making collections among the workmen. He would drink the whisky in Mr. Northrup's office, and also play a game of "toss penny" for the drinks, and Mr. Northrup overlooked this on the part of the foreman, while he blames the men for a custom which the foreman introduced.

Before the trouble of 1887 it had been customary for Mr. Northrup to keep all his men at work during the winter, when business was

dull, on the stint plan; that is, all the men were to have a hand in making the needed barrels — only a certain portion of them to be made by each man during that period. After the contract expired he changed this plan in order to get rid of the leading Knights of Labor who were in his employ, and after discharging them, he even denied them the privilege of an interview with him. The local assembly then placed the matter in the hands of the executive board of the district assembly, who made an unsuccessful effort to settle the difficulty. The executive board prepared a series of articles and presented them to Mr. Northrup for his signature; and requested him to draw up a code of rules for the government of his shop, covering all the objections that he had to the men in question; and they agreed that any man refusing to subscribe to them or breaking them hereafter should be discharged at Mr. Northrup's option, without discrimination. He declined to enter into such an agreement, and the executive board ordered the men to quit work on the seventh of February, on which date the strike occurred. Before striking the men offered to submit the matter to arbitration, but Mr. Northrup declined to enter into any arbitration unless the arbitrator selected should be a lawyer, knowing that the assembly would not agree to that. This offer was repeated on the twenty-first of February and again declined,

Since the seventh of February Mr. Northrup has advertised for help, and we believe that he has sent to Canada for men, and he has opened his shop with the men he has obtained. He has not coöperated with us in our efforts to settle the matter, and he has expressed a determination not to recognize the officers of the Knights of Labor.

He also read the following agreement, dated June 2, 1887:

This agreement, submitted to Mr. H. D. Northrup by the committee appointed by the Maple City Assembly, is as follows:

"*First.* Mr. Northrup does hereby agree to take back all coopers who left his employment on Monday, May thirtieth.

"*Second.* Said Mr. Northrup agrees to pay the increase demanded, of one cent per barrel, to the first of December.

"*Third.* When the work is to be stinted, all coopers to be stinted equally.

"*Fourth.* In case at any time the majority of coopers should decide that the force of coopers should be diminished, then the last comers to be laid off first."

(Signed,) E. R. HANDLY,
THOS. LACOMBE,
JAMES FOX,
A. A. VALLEY,
Committee.

Commissioner Donovan stated that this agreement was of no consequence, inasmuch as it had terminated on the first of December.

Mr. Lacombe stated that the assembly, on hearing the grievances of the men in Mr. Northrup's employ, ordered them not to strike, but to continue at work, and in the meantime they would endeavor to effect a settlement. The committee called on Mr. Northrup on the ninth of January, and informed him that they were sent by the Maple City Assembly of the Knights of Labor, and requested him to reinstate the men who were discharged. Mr. Northrup refused to do so, stating that they were drunkards and he did not want them. They then asked Mr. Northrup if he would take back the men when he had work for them, and he replied, "Not until they become sober." This conference was fruitless, as were also several other conferences held from time to time up to the date of the strike.

After further discussion of the matter Commissioner Donovan requested both parties to state the conditions on which an agreement could be arrived at. Mr. Spratt stated that Mr. Northrup would make an agreement to take back all the men he had room for, giving the increased wages to all, but not until the work on hand would be sufficient to require the services of all. He would not discharge the employés now at work, except for cause, as he believed it would be a breach of faith on his part towards them, they having come to his assistance at a time when he needed help. He had no objection to his men belonging to a labor organization. So far as the men discharged are concerned, he would not reëmploy them until such time as he had evidence that they had stopped drinking and had become sober men. That he had places for eight more men in the cooper shop and for seven in the mill; and that as business required the employment of other men, he would give the preference to those who were engaged in the strike.

On behalf of the employés, Mr. Richards presented a copy of the following proposed agreement, which was submitted to Mr. Northrup on the seventh of February:

Ogdensburg, N. Y., *February* 6, 1888.

At a meeting of D. A. 156 executive board, held in Ogdensburg this day, it was decided to respectfully request you to attach your signature to the following articles:

"From this date, February 7, 1888, I agree to take back all my recently discharged employés, and that I will also include Joseph Gravel, recently employed by me; and have my work done on the stint plan, as heretofore. I further agree to draw up a code of rules

for the government of my shop, on a reasonable basis, principally the prohibition of drinking or having liquor on the premises or smoking during working hours except in the fire-place. To have all my employés, without exception, in my cooper shop, sign my code of rules. Any infraction of those rules will constitute a cause for discharge, without discrimination."

(Signed,) FRANK L. COXE,
President,
THOMAS LACOMBE,
Secretary,
JAMES GRITMAN.

After considerable discussion, Mr. Northrup agreed to all of this except the first two lines. He claimed that he could not discharge his present employés, as he had pledged his word that he would keep them.

Commissioner DONOVAN then stated that it was apparently impossible for them to reach any agreement, and he suggested that the employés appoint a committee, with power to confer with Mr. Northrup or his representatives and make an agreement.

This proposition was not accepted.

All attempts to effect a settlement having failed, Commissioner DONOVAN then suggested that they consider the reference of the matter to the State Board for settlement.

Both parties desired time to consider this proposition, and stated that they would notify the Commissioners of their action in reference thereto.

The next day telegrams were received, notifying the Board that both parties had entered into an agreement to submit the matter to the State Board and abide by its decision, and on the second of March the following agreement was received:

To the State Board of Arbitration, Albany, N. Y.:

It is hereby stipulated and agreed by Hiram D. Northrup, of Ogdensburg, N. Y., and The Maple City Assembly No. 1916 of the Knights of Labor, of Ogdensburg, N. Y., to waive the right to a local board of arbitration, and to submit the existing difficulties between the said Hiram D. Northrup and said Maple City Assembly No. 1916 of the Knights of Labor to the State Board of Arbitration for investigation and settlement, and we agree to abide by the decision of the said board.

It is agreed, on the part of Hiram D. Northrup, to give immediate

employment to as many of his late employés as he has employment for, without displacing those now employed.

It is further agreed that in the employment of help the said Hiram D. Northrup will show no prejudice on account of creed, organization, etc., they may belong to.

It is further agreed by the said Hiram D. Northrup that no lock-out or shut-down shall take place pending the investigation.

It is agreed, on the part of the Maple City Assembly No. 1916 of the Knights of Labor, to supply from among the late employés of the said Hiram D. Northrup, or otherwise, a sufficient number of persons to fill the positions now vacant and to continue to work until a decision has been rendered herein, providing an immediate investigation is had and a decision is rendered within a reasonable length of time.

It is further agreed on the part of the Maple City Assembly No. 1916 of the Knights of Labor that no strike or other difficulty shall take place pending the investigation.

The provisions of this agreement shall take effect on Monday morning, March 5, 1888.

Dated at Ogdensburg, N. Y., this third day of *March*, 1888.

H. D. NORTHRUP.
JOHN J. KELLY,
THOS. LACOMBE,
ALZA RICHARD,
Maple City Assembly 1916, *Committee for Employés.*

The parties to the controversy were then notified that the board would meet at Ogdensburg on the 13th of March, 1888, and proceed with the arbitration. The severe storm of that date prevented the attendance of Commissioners Robertson and Donovan, and the hearing was postponed to the twenty-eighth of March. On that day the board met at the Town Hall, Ogdensburg.

Thomas Spratt, Esq., appeared as counsel for Mr. Northrup, and George R. Malby, Esq., appeared as counsel for the employés.

Two days were spent in the examination of witnesses. The undisputed testimony in the case developed facts of which the parties were ignorant prior to the investigation, and, at the suggestion of the Board, Mr. Northrup, the officers of the executive board of District Assembly 156, and the counsel for the parties met for the purpose of endeavoring to effect an amicable settlement of the difficulty.

After considerable discussion of the matter, the following agreement was prepared and executed:

It is hereby agreed, by and between Hiram D. Northup, of the city of Ogdensburg, N. Y., and C. M. Morrison, Thomas Lacombe and James Gritman, of the executive board of District Assembly No. 156, Knights of Labor, for and on behalf of the employés of said Hiram D. Northup who are members of the organization of the Knights of Labor, now in his employ, and those about to be employed in pursuance of this agreement, as follows:

First. Said Hiram D. Northup agrees that, within fourteen days from the date hereof, he will reëmploy five of the employes formerly employed in and about the stave factory, and three of those formerly employed in and about the cooper shop, and the four remaining coopers and the two firemen formerly employed, as soon as he shall have the necessary stock on hand, he, the said Northup using every exertion that he can to obtain material and work so as to employ the said four coopers and two firemen; and the balance of the men discharged December 31, 1887, upon representation by the officers of their organization that they have reformed, shall have the preference to others in the employment of new hands.

Second. It is agreed by the parties of the second part that the said employés shall not bring liquor on said Northrup's premises or drink liquor thereon, and any violation of this clause of this agreement shall be sufficient cause for the immediate discharge of the person or persons so violating it.

Fourth. It is further agreed that the party of the first part shall have the right to hire and discharge his employés at will, provided, however, that in hiring and discharging men he shall not discriminate against members of the Knights of Labor.

Fifth. It is agreed by the parties of the second part that, during the existence of this agreement, members of said organization shall not withhold their patronage from any persons who purchase or use the products of Mr. Northrup's mill, and they will endeavor to restore to said person or persons any trade which has been taken from him or them through or by reason of any action heretofore taken.

Sixth. It is mutually agreed that this agreement shall terminate on the first day of December, 1888.

Seventh. It is also further agreed that if any controversy shall arise between the parties to this agreement, in reference to the interpretation of this agreement or the carrying out of its provisions, the

same shall be determined by Florence F. Donovan, a member of the State Board of Mediation and Arbitration, and his decision thereon shall be final.

In witness whereof, the party of the first part has hereunto set his hand, and the parties of the second part have hereunto set their hands and seal, this 29th day of March, 1888.

(Signed,) H. D. NORTHRUP.

C. M. MORRISON,
D. M. W.

THOS. LACOMBE,
Secretary Executive Board 156.

JAMES GRITMAN,
Executive Board.

GRANITE CUTTERS.

BROOKLYN.

From April 1, 1887, to April 1, 1888, the granite cutters employed in the yards in the vicinity of Greenwood cemetery, Brooklyn, worked under the following schedule of wages:

BROOKLYN PRICE LIST AS AGREED UPON BY THE GRANITE MANUFACTURERS AND EMPLOYÉS, TO TAKE EFFECT APRIL 1, 1887.

RULES OF MEASUREMENT.

All stones first cast to the square, and in or out of square to be added to the square.

DAY'S WORK.

From $2.75 to $3.25 per day of ten hours (except Saturday, that to be eight hours from March fifteenth to November fifteenth); and from November fifteenth to March fifteenth, nine hours (Saturday, eight hours), to be paid in proportion. Every second Saturday to be pay-day.

PIECE WORK.

BOTTOM BASES.

Eight cut sides and washes, top bed to count fine, per superficial foot	$0 53
Ten cut sides and washes, top bed to count fine, per superficial foot	60
Bases, 2–3 and under, add per superficial foot	05
Bottom beds, without edges, per superficial foot	15

No base to count less than one foot rise.

SECOND BASES.

Ten cut work, four sides and top, bed fine, per superficial foot. Raised band, one side extra.	65
Bases, 2–3 and under, add	05
Bottom bed on second bases, per superficial foot	30

DIES.

Cut for polishing, per superficial foot	65
If molded, top bed to count fine, per superficial foot	65
All plain beds, on dies, per superficial foot	30
Peaked dies, per superficial foot	65
Peak to measure the size of bottom bed, and add the pitch to the square, per superficial foot	80
Concave dies cut for polishing, per superficial foot	80

Bottom bed on concave dies to count fine, per superficial foot..	$0 60
Chamfers on dies, per lineal foot.....	35
Scroll dies, squaring up with sinking to face of panel, per superficial foot.....	1 30
Both beds to count fine, per superficial foot.....	60

Scroll die finishing to be done by the day.

Neck Pieces.

If cut square, per superficial foot.....	65
If cut bevel add bevel to square, both beds to count fine.....	65

Plinth to measure at largest part, both beds fine, none to count less than one foot rise.

Caps.

Squaring up to count six facial sides fine.....	65
Squaring up peak caps to count five sides fine	65

Finishing to be done by the day.

Shafts.

Shafts, ten cut work or for polishing, per superficial foot.....	65
All shafts under one foot measurement to count one foot.....	65

Octagon shafts count one and one-third square of the butt.

Bottom beds to count fine.....	65

Moldings.

All members of moldings three inches or under either way, per lineal foot.....	45

All members of moldings over three inches add in proportion.

Projection bead to count one and a half member.

Each sinking to count a member.

V mold three-fourths inch and under, if not connected with more members, per lineal foot.....	30

Over three-fourths to count as any other member.

Headstones.

Six inches and under, per superficial foot.....	70
Over six inches, per superficial foot.....	65
Joints to count fine under one foot, per superficial foot.....	65
Circle tops to count double if beveled, add drop to thickness..	65
Footstone, eight-cut work, per superficial foot.....	60
Footstone, ten-cut work, per superficial foot.....	65
Raised band on top to count once extra, per superficial foot...	65
Solid base headstones, base measurement, per superficial foot..	90
Tops to count double square of base	65

LETTERS.

Raised band, half inch and under, per inch	$0 45
In panel, one half inch and under, per inch	55
For every one-eighth inch over one-half inch, add	05
Return letters, add one-half.	
Sunk inscription, one and three-fourths and under, per letter	13
Sunk inscription, from one and three-fourths to two inches per letter	15
Add in proportion for every inch over two inches	18
Square sunk, per inch	60
Raised inscription, two-inch and under, per letter	75
Over two-inch, add in proportion.	
Old English and German text, one-half more.	
For cemetery work add half shop price.	

COPING.

Sill steps and platforms, per superficial foot	55
Joints on steps and sill to count fine.	
Eight-cut work	55
Ten-cut work	65
Return on beds to count fine.	
Saddle-back coping top to count.	
One and one-half the size of top, per superficial foot	65
Circle top one and three-fourths the size of top.	
Circle coping to count once and one-third the square.	
Coping posts to count six sides fine, per superficial foot	65
Rustic coping drafts, per lineal foot	20
Beds and joints same as fine work.	
Rustic coping circles add one-half more.	
Squaring up black stone, add extra, per foot	05

POSTS.

8 inch x 8 inch x 2–0 out of ground	2 80
If shield raised one-fourth inch or less	50
Chamfers, if on plain posts	55
Chamfers, if on shield posts	70
9 x 9 x 2–0 out of ground	3 20
Chamfers, if on plain posts	60
Shield same as in eight-inch post.	
If 2–4 to 2–6 out of ground with R. shield, add	95
10 x 10 inch x 2–0 out of ground	3 65
Chamfers, if on plain post	65

If 2–4 to 2–6 out of ground, with shield, add	$1 20
Chamfers, if on shield post	75
11 x 11 x 2–0 out of ground	4 05
Chamfers on plain posts	70
Chamfers, if on shield posts	80
If 2–4 to 2–6 out of ground, with shield, add	1 70
Moldings on all posts, eleven inches and under, per foot for each member	40
12 x 12 x 2–0 out of ground	5 00
Chamfers on plain post	80
If 2–6 out of ground with shield raised, add	2 15
13 x 13 x 2–6 out	6 58
Chamfers on plain posts	90
Raised shield and stop of chamfers	1 25
14 x 14 x 2–6 out of ground	7 16
Chamfers on plain post	1 00
Shield raised and stop of chamfers	1 35
Moulding on all posts, twelve inches and over, per foot per member	45
Octagon posts, one and one-third the square of stone, per foot	50
Shield on same	1 50
Cap posts, 12 x 12 x 4–0 out of ground	17 00
Cap posts, 14 x 14 x 4–0 out of ground	20 00
Rustic posts, eight inch x eight inch x 2–0 to 2–4 out of ground	2 25
Chamfers on same	80
Plain shield on same	50
Raised shield on same	1 00
9 x 9 x 2–0 to 2–4 out of ground	2 50
Shield and chamfers, same as eight-inch post.	
10 x 10 x 2–0 to 2–4 out of ground	2 75
Chamfers on same	90
10 x 10 x 2–6 with raised shield and chamfers	5 30
11 x 11 x 2–6 with raised shield and chamfers	5 55
12 x 12 x 2–6 with raised shield and chamfers	5 80
Bar holes, one and three-fourths inches and under, two inches deep	12½
Bar holes, two inches	15
Each one-half inch over two inches, add	05
Drill holes, three inches and under deep	04
Drill holes, four to six inches deep	15

Swinging holes cut with beds, same as bar holes.	
Swinging holes cut without beds	$0 50
Lewis holes, three and one-half inches deep	30
Each one-half inch over three and one-half, add	10

All work not in this bill to be done by the day.

This agreement made the 1st day of April, 1887, for one year, and to continue yearly therefrom unless notice be given by either of the parties hereto three months previous to the expiration of each year.

BROOKLYN PRICE LIST AS AGREED UPON BY MANUFACTURERS AND TOOL SHARPENERS, TO TAKE EFFECT APRIL 1, 1887.

TOOL SHARPENERS' BILL.

Points and chisels, per hundred	$1 00
Pitching tools, each	05
Chippers	03
Drills, under one inch	02
Pean hammers, each	10
Bush hammers, each	30
Bush chisels, each	15
Sharpening face hammer	40
Bull set	20
Blacksmith's wages per day	3 00
Fourteen men and under to constitute a day's work.	
Twenty-five cents extra for each man over fourteen.	
Marble tools—Tooth chisels, each	06
Plain chisels, each	02

This agreement made the 1st day of April, 1887, for one year, and to continue yearly therefrom unless notice be given by either of the parties hereto three months previous to the expiration of each year.

Three months prior to the expiration of the above agreement the employés presented to their employers the following schedule, which they requested them to adopt for the year commencing April 1, 1888:

BROOKLYN PRICE LIST TO TAKE EFFECT APRIL 1, 1888.

RULES OF MEASUREMENT.

All stones first cast to the square, and in or out of square, to be added to the square.

DAY'S WORK.

Three dollars ($3) to be the minimum day's wages and nine (9) hours to constitute a day's work, and eight (8) hours on Saturday. Every second Saturday to be pay-day.

PIECE WORK.

Bottom Bases.

Eight-cut sides and washes, top bed to count fine, per superficial foot	$0 65
Ten-cut sides and washes, top bed to count fine, per superficial foot	75
Bases two and three-tenths and under, add per foot	05
Bottom beds, without edges, per foot	20

No base to count less than one foot rise.

Second Bases.

Ten-cut work, four sides and top, bed fine, per superficial foot	75

Raised band, one side extra.

Bases 2-3 and under, add per superficial foot	05
Bottom beds on second bases, per superficial foot	40

Dies.

Cut for polishing, per superficial foot	70
All plain beds on dies, per superficial foot	40
Peaked dies	70
Peak to measure the size of bottom bed and add the pitch to the square, per superficial foot	90
Concave dies cut for polishing, per superficial foot	1 00
Bottom bed on concave dies to count fine, per superficial foot	70
Chamfers on dies, per lineal foot	50
Scroll dies, squaring up with sinking to face of panel, per superficial foot	1 50

Scroll die finishing to be done by the day.

Neck Pieces.

If cut square, per superficial foot	80
If cut bevel, add bevel to square, both beds to count fine, per superficial foot	80

Plinth to measure, at largest part, both beds fine ; none to count less.

Caps.

Squaring up four sides and two beds to count fine	70
Peak caps to count four sides fine and bottom bed fine	75

Peak to be cut by the day.

Finishing to be done by the day.

Shafts.

Ten-cut work, for polishing, per superficial foot	75

All shafts under one foot measurement to count one foot.

Octagon shafts to count one and one-third square of butt.
Bottom beds to count fine.
Columns to count one and one-fourth measurement, square of butt $0 75

MOLDINGS.

All members of moldings three inches or under either way, per lineal foot 45
All members of moldings over three inches, add in proportion.
Projection bead to count double.
Each sinking to count a member.
V molding three-fourth inch and under, if not connected with more members, per lineal foot 30
Over three-fourths inch to count as any other member.

HEAD STONES.

Head stones six inches and under, per superficial foot 90
Head stones over six inches, per superficial foot 80
Joints to count fine, under one foot, per superficial foot 80
Circle tops to count double ; if beveled add drop to thickness, per superficial feet 80

FOOT STONES.

Eight-cut work, per superficial foot 75
Ten-cut work, per superficial foot 85
Raised band on top once, extra 75
Solid base head stone, base measurement 1 25
Circle tops to count double ; if beveled, add drop to thickness.

LETTERS.

Raised band one-half inch and under, per inch 50
Raised in panel, per inch 60
For every one-eighth inch over one-half inch, add 05
Sunk inscriptions one and three-fourths inches and under, per letter 15
Add in proportion for every inch over one and three-fourths inches 25
Sunk letters on posts, add per letter 05
Square sunk, per inch 65
Raised inscription two inches and under, per letter 1 00
Add in proportion for every inch over two inches 50
Skin letters sunk one and three-fourths inches and under, per letter 15

Add in proportion for every inch over one and three-fourths inches	$0 15
Skin letters raised, one and three-fourths inches and under, per letter	30
Add in proportion for every inch over one and three-fourths inches	20

All return letters, add one-half more.

Old English and German text, add one-half more.

For cemetery work add half shop price.

The standard day's wages for letterers and carvers to be $3.25.

Coping.

Sills, steps and platforms, per superficial foot	65
Joints on steps and sills to count fine, per superficial foot	65
Eight and ten-cut work	75

Return on beds to count fine.

Saddle-back coping to count one and one-half the size of top, per superficial foot	80

Circle top to count double.

Circle coping to count one and one-half the square.

Coping posts to count six sides fine, per superficial foot	80
Rustic coping drafts, per lineal foot	35

Beds and joints same as fine work.

Rustic coping circles, add one-half more.

Posts.

Eight by eight inches, two feet out of ground	3 15
If shield raised one-fourth inch or less	75
Chamfers, if on plain posts	75
Chamfers, if on shield posts	1 00
Nine by nine inches, two feet out of ground	3 65
Chamfers, if on plain posts	80

Shield, same as eight-inch post.

If two feet four inches to two feet six inches out of ground, with raised shield, add	1 20
Ten by ten inches, two feet out of ground	4 50
Chamfers, if on plain posts	85
If two feet four inches to two feet six inches out of ground, with raised shield, add	1 50
Chamfers, if on shield posts	1 00
Eleven by eleven inches, two feet out of ground	5 00
Chamfers, if on plain posts	1 10
Chamfers, if on shield posts	1 50

If two feet four inches to two feet six inches out of ground, with shield, add	$2 00
Moldings on all posts eleven inches and under, for each member, per foot	40
Cap posts twelve by twelve inches, four feet out of ground	20 00
All posts twelve inches or over, per foot	65
Moldings on all posts twelve inches and over, per member, per foot	45
Chamfers on all posts twelve inches and over, per foot	35
Shields on all posts from twelve inches to sixteen inches	1 50
Cap posts fourteen by fourteen inches, four feet out of ground,	23 00
Octagon posts, one and one-third square of stone, per foot	65
All rustic posts same as plain posts.	
Bar holes one and three-quarters inches and under, two inches deep	20
Bar holes, two inches	25
Each one-half inch over two inches, add	05
Drill holes three inches deep and under	05
Drill holes four inches to six inches deep	25
Swinging holes, with beds, same as bar holes.	
Swinging holes cut without beds	75
Lewis holes, three and one-half deep	50
Each one-half inch over, add	15

All Westerly and black stone, ten cents extra per foot.

All rough on stones over three inches, to be paid twenty cents per foot extra for roughing off.

All work not specified in this bill to be done by the day.

This agreement, made the 1st day of April, 1888, for one year, and to continue yearly therefrom, unless notice be given by either of the parties hereto thirty days previous to the expiration of each year.

Each yard shall not be allowed more than one apprentice for every seven men.

On or about the first of April the granite manufacturers replied thereto by posting the following notice in their respective yards:

The granite manufacturers decide that they will pay the employés the bill of prices of 1887 for the year 1888, with the following alterations:

First. That from the first of March to the first of November ten hours to constitute a day's work, and from November first to March first nine hours, to be paid in proportion, and employés be allowed to work overtime.

Second. Employés working by the day will be paid at the same rate by the hour for every day in the week.

Third. That all grievances shall be referred to a committee of employers and employés for arbitration before any action is taken.

On the fifth of April the employés refused to accept the terms proposed by their employers, and quit work.

Commissioner Donovan visited the representatives of both parties, and at his suggestion, a conference was held on the fourteenth of April. Messrs. Thomas Pitblado, C. W. Tandy and J. Klein attended on behalf of the Marble and Granite Manufacturers' Association, and Messrs. John J. Murray, Joseph Summers, E. Campbell and H. Keyser represented the Granite Cutters' Union.

The representatives of the employés submitted their demands as set forth in the proposed schedule of prices. The representatives of the employers stated that they would not consider the schedule presented by the men, and that no settlement could be effected unless the men returned to work upon the terms of the manufacturers' association, as stated in the notice posted in the various yards. After some discussion of the matter, it was evident that the committees could not agree upon terms of settlement; and Commissioner Donovan suggested that they refer the matter back to their respective organizations, with a recommendation that each organization appoint a committee with power to settle the difficulty; that in case of their failure to agree, the questions in dispute be submitted to three arbitrators; one to be chosen by each party and the third arbitrator to be selected by the other two; and both parties agree to abide by their decision.

The employers' association refused to accept this suggestion. The Granite Cutters' Union expressed their willingness to adopt this means of settlement.

Afterwards another conference was held, at which the employers stated that under no circumstances would they recede from their position, and that their employés must resume work on the terms proposed or remain idle.

Several weeks later a majority of the men returned to work upon the employers' terms.

LEATHER-WORKERS.

BROOKLYN.

On the 12th of April, 1888, a committee of the Leather-Workers' Assembly, Knights of Labor, presented to H. W. Brahe, superintendent of the Numida Glazed Kid Works, the following schedule of prices, to take effect April 16, 1888, and continue in force for one year thereafter: Shaving, eighteen dollars per week; finishing, sixteen dollars per week; white staking, fourteen dollars per week; staking for shavers, twelve dollars per week; seasoning for glazers, twelve dollars per week; glazing, twelve dollars per week; coloring, twelve dollars per week; beamsmen, fourteen dollars per week; and jobbers in beam-house, twelve dollars per week. Conditions in reference to coloring-house: Seventy small skins, sixty-three medium skins or fifty-eight large skins shall constitute a day's work. On Saturdays there shall be one dozen deducted from the above number. When skins do not take the color, the matter shall be referred to the shop steward and the boss, and they shall decide what is a fair day's wages.

Upon the presentation of this schedule Mr. Brahe, after discussing the matter at length, informed the committee that he would not permit any outsiders to regulate the wages which he should pay, and that he intended to deal directly with his men in reference thereto. On the thirteenth of April he informed the employés in the coloring room that if any of them were not satisfied with the way the business was being conducted or with the rate of wages which they were receiving, they would oblige him very much by leaving. The employés concluded that the decision of the superintendent was that he would not consider their scale of prices; and while Mr. Brahe was in consultation with a member of the leather-workers' committee, all the employés quit work.

The attention of the Board was called to the matter immediately thereafter, and on the evening of April twelve Commissioner Donovan attended a meeting of the employés, and after explaining to them the powers and duties of the Board, he stated that he would endeavor to effect a settlement of the difficulty. On the fourteenth of April, at 9 o'clock A. M., he called at the factory and requested Mr. Brahe to meet a committee representing the employés, with a view to effecting a settlement. While he was conversing with Mr. Brahe, a committee of leather-workers, consisting of Messrs. Doherty, Holland, Smith and Rappold, entered the office, and Commissioner Donovan finally induced Mr. Brahe to enter into a conference with this committee. The proposed schedule of wages was

discussed, section by section, until 11.30 o'clock A. M., when a recess was taken till 2 o'clock P. M., at which time Mr. Schieren, one of the proprietors of the Numida Glazed Kid Works, and Mr. James E. Quinn, master workman of District Assembly No. 49, Knights of Labor, attended the conference. At 6 o'clock P. M. all the items of a new schedule of w ges were practically agreed upon, except the wages of seasoners, glazers and jobbers in the beam-house. An adjournment was then taken to Monday, April sixteenth, at 2 o'clock P. M., at which time Messrs. Schieren, Brahe and O'Connor represented the employers, and Messrs. Quinn, Holland, Doherty, Smith and Rappold represented the employés.

The items not agreed upon at the other meetings were then discussed, the representatives of the employers claiming that the seasoners, glazers and jobbers in the beam-house did not demand an increase of wages, while the representatives of the employés insisted that they did. The representatives of the employers stated that if the men returned to work they would take into consideration such demands of the employés in those three departments as might be presented to the superintendent. Commissioner Donovan suggested that the employés return to work; that the portions of the schedule which had been agreed upon go into effect at once; and that the items in dispute be referred to Mr. H. W. Brahe, Mr. James E. Quinn and the employés in those three departments for settlement, their decision to be rendered within two weeks from date. This suggestion was adopted and a copy of the following memorandum of the terms of settlement was delivered to each party:

Shavers, per week, eighteen dollars; finishers, sixteen dollars (new hands to work two weeks for fourteen dollars per week before being paid at the rate of sixteen dollars); white staking, all first-class men to get fourteen dollars per week, and to do ten dozen and four skins per day, except on Saturdays, when they shall do eight dozen and four skins, under the direction of the foremen and superintendent; staking for shavers, twelve dollars per week, foreman to specify amount of day's work, under direction of the superintendent; colorers, per week, twelve dollars, under the following conditions: seventy-six small skins, measuring two and one-half by four and one-half feet, per day; sixty-six medium skins, measuring four and one-half by six and one-half feet, per day; fifty-six large skins, measuring six and one-half feet and over, per day; extra large skins, special allowance to be made by the superintendent and the steward of shop; anything short of above to be deducted at the rate of thirty-six and one-half cents per dozen; beamsmen, per week, fourteen dollars.

The scale of glazers, seasoning for glazers, and jobbers in beamhouse to be referred to Mr. Brahe, Mr. Quinn and employés in these departments for settlement within two weeks from date.

Subsequently, at a meeting of the employés, the action of the committee was unanimously approved, and the beamsmen returned to work on the seventeenth of April and the other employés resumed work on the eighteenth of April.

LUMBER-HANDLERS.

Tonawanda.

On the 29th of May, 1888, about 800 lumber-shovers, employed in unloading vessels at Tonawanda, went on strike because their demands for the recognition of the Longshoremen's Union were not heeded, and because the members of the union were required to work with non-union men. This strike was not successful, and the men returned to work on or about the fifth of June; but a feeling of discontent still existed among the workmen, and another strike occurred on the first of August

The Board received from the employés a statement of their grievances, and from Mr. Scribner, an employer, his version of the difficulty. The employés stated that for years past it has been customary, when a boat arrives, to put it in the hands of a jobber or middle-man, who appoints a foreman to take charge of the men, and the jobber pays the men ten dollars less than he receives for the unloading of the boat. That this jobber keeps a liquor store, and in order to retain his friendship the men spend a large share of their earnings in his store. That the Lumber Handlers' Association was organized for the purpose of endeavoring to disrupt the union, and that said association would not permit a captain to unload his boat there unless he employed non-union men, while the Longshoremen's Union will not permit its members to work with non-union men; that Mr. Scribner and other jobbers have been accustomed to charge twenty-two dollars for unloading a boat; when the captain desired to have his boat unloaded quickly he would offer ten dollars extra and a keg of beer for the men; the jobber would retain the ten dollars and give the beer to the men; that the men want to receive all the money that is paid for unloading the boats, and do not want any portion of it to be paid to jobbers.

They also stated that this difficulty had not assumed the form of a strike, but that their organization had engaged in the business of unloading boats.

On the other hand, Mr. Scribner stated that the difficulty was caused by an attempt on the part of union men to interfere with non-union men working on his docks unloading vessels loaded with lumber which was consigned to him; that the captains of the vessels declined to employ the union men to unload their vessels, and employed non-union men; that he stood by the vessel captains, and that he did not propose that there should be any interference with any men or set of men who worked in his dock or yard; that it was an attempt, on the part of the Longshoremen's Union, to control the unloading of the vessels, which the vessel men would not permit.

From these and other statements of the parties it was evident that a settlement could not be effected through the agency of the Board, and it was not deemed advisable to take any further action in the matter.

PAVERS.

BROOKLYN.

On the 6th of June, 1888, the date decided upon by the department of city works, Brooklyn, for the commencement of street pavement repairs, twenty-two cobble-stone pavers refused to commence the work assigned to them unless the city authorities agreed to pay them therefor at the rate of four dollars per day of eight hours work. By this action about one hundred and eighty laborers, rammersmen, helpers, etc., were deprived of employment.

Commissioner John P. Adams refused to grant the demands of the men, but he offered to increase their wages from three dollars and twenty-five cents per day, the wages paid during the previous year, to three dollars and fifty cents per day.

On the eighth of June the attention of the Board was called to the difficulty, and on the eleventh of June a conference was held in the office of the commissioner of city works, with a view to effecting a settlement. The following parties attended the conference: John P. Adams, commissioner of the department of city works; Deputy-Commissioner James A. Murtha, Chief Engineer Van Brunt Bergen, Messrs. Riley and Daily, of the Long Island Protective Association, and Commissioner F. F. Donovan, of the State Board of Mediation and Arbitration.

Mr. RILEY stated that the wages which the pavers asked for were in accordance with the scale adopted by the Pavers' Union, and were only equal to the wages paid by private parties for a similar class of work.

Commissioner ADAMS replied that he would be willing to pay the wages demanded, if he were not informed that in no instance were private parties paying more than three dollars and fifty cents per day for similar work. After a lengthy discussion of the matter an adjournment was taken till the following week, when Commissioner Adams declined to grant the advance demanded. This decision was accompanied by a statement of the following reasons therefor:

"The department would not be justified in spending the money of the city in such a manner as would work injury to those engaged in similar work. The money does not belong to the officers; it is a matter of trust with them. We are to conduct the business of the city on a business basis, and there is no justification, in my opinion, for labor organizations making greater demands upon the city than they make upon private corporations. The city is not justified in paying more than private contractors are paying, whether engaged on private

or public work. The city ought to pay as high wages as a man can get anywhere else."

The representatives of the pavers offered to compromise at three dollars and seventy-five cents per day, which offer was declined by Commissioner Adams.

The pavers subsequently returned to work at the wages offered by the commissioner — three dollars and fifty cents per day. Soon thereafter Commissioner Adams increased the wages of the connection pavers from three dollars to three dollars and twenty-five cents per day, and the wages of the rammersmen from two dollars and twenty-five cents to two dollars and fifty cents per day.

This difficulty terminated on the twenty-second of June.

PLATE PRINTERS.

BROOKLYN.

In June, 1888, the attention of the board was called to a difficulty in the works of the Photo-Gravure Company, of Brooklyn. Commissioner Donovan inquired into the matter and learned that twelve of the company's employés had struck because the company refused to pay the prices demanded in the following price-list adopted by the Roller Association of Plate Printers for photo-gravure work:

Paper.	PLATE.	Plain impressions.	Japan.	Satin.	India.	Unprepared India.
7x11 and under..	5x7 and under.	$1.25 with plate mark.. $1.15 without plate mk, Double plate, without plate mark, $1.20.....	$2 50	$4 00	$4 00	$7 00
10x12 and under..	7x9 and under.	$1.50 with plate mark.. $1.40 without plate mk,	2 80	4 30	4 30	7 00
11x14 and under..	8x10 and under	$1.75 with plate mark.. $1.65 without plate mk.	3 15	4 65	4 65	7 00
14x19 and under..	10x13 and under	$3.00 with plate mark.. $2.75 without plate mk.	3 80	5 40	5 40	7 00
19x24 and under or 22x28 and under	12x19 and under..	$6.00 with plate mark....	9 00	10 50	10 50	13 50
24x32 and under..	18x24 and under..	$10,00.....	12 50	14 50	14 50	17 50

All plates less than 100 impressions must pay one-third more than the standard prices.

All plates measuring above this measurement shall pay by the square inch.

Printing done after regular working hours shall be fifty per cent above regular prices and help paid.

Lost time waiting for plates, inks, etc., shall pay fifty cents per hour.

Work on Sundays and holidays shall be double pay and help paid.

A dispute had also arisen in reference to the price to be paid for a certain piece of work which had been completed.

Mr. SEYMOUR, president of the association, stated that the parties to the controversy had agreed to submit the question in dispute to a board of arbitration, to be composed of T. L. Ferris, district master workman of District Assembly No. 64, Knights of Labor, and Mr. Duncan, an employer; and that on the twenty-seventh of June a meeting would be held for the purpose of arbitrating the difficulty.

Commissioner Donovan suggested that, before taking any further steps in the arbitration, they select a third person, to whom should be referred all questions upon which the other two arbitrators failed to agree, and that his decision thereof should be binding on both parties.

At the time appointed for the meeting only one of the proposed arbitrators was present, but the representatives of the two parties met and discussed the questions in dispute, and terms of settlement were agreed upon. The Photo-Gravure Company agreed to pay the union scale of wages, and to employ none but members of the union. The representatives of the Roller Association of Plate Printers agreed that the employers should have the right to employ and discharge men at will; stating, however, that they had never denied that right. It was agreed that the dispute in reference to the price to be paid for a certain piece of work should be referred to the above named arbitrators for settlement.

The employés resumed work on the twenty-eighth of June.

SHOEMAKERS.

ROCHESTER.

In October, 1887, the shoe cutters of Rochester presented to their employers a demand for an increase of wages and for the adoption of certain rules regulating the employment of apprentices and the length of time they should be required to serve as apprentices, and they requested that such increase of wages and such regulations as they asked for should be put in operation on the first day of November. As it was about the close of the season, many of the cutters were laid off before the first of November, and the others quit work on that day, no answer having been received from the shoe manufacturers. The hands employed in the other branches of business continued at work until the material which had been cut was manufactured, and then the shoe factories closed and 2,800 employés were thrown out of employment.

On the seventeenth of November the Board met at Rochester, Commissioners Purcell and Donovan being present. By invitation of the Board, the following shoe manufacturers and representatives of the employés attended the meeting: On behalf of the manufacturers, Messrs. P. Cox, E. P. Reed, D. M. Hough, D. W. Wright, W. Williams, H. Behn, A. H. Wheeler, E. T. Curtis, J. H. Reynolds, D. A. Weaver; on behalf of Cutters' Assembly 1707, Knights of Labor, Messrs. P. H. Cullen, C. Z. Simons, J. F. Grubert, C. E. Reilly, J. O. Horth, and William Lyons; on behalf of Lasters' Assembly 1722, Knights of Labor, Mr. C. S. Towne; on behalf of District Assembly No. 63, Knights of Labor, Messrs. Alexander Morrice and James Adams; on behalf of Assembly 1759, Knights of Labor, Mr. P. J. Matthews; on behalf of Assembly 2372, Knights of Labor, Mr. R. D. Andrews.

The chairman of the Board opened the meeting with the following statement:

GENTLEMEN.—In calling you together it is, perhaps, proper to say that the law creating the State Board of Mediation and Arbitration provides that when a strike or lock-out is threatened in any part of the State, this Board shall go to the place where the difficulty exists and invite a conference of both sides, with a view to reaching a satisfactory agreement. If a strike actually occur, it is the duty of the Board to offer its services as a mediator, and endeavor to bring both sides together, so that they may settle their differences by arbitration. It is also provided that the Board may, in its discretion, order an investigation, so that the Legislature may be informed as to the facts. This case appears to be one of those in which trouble is threatened, and

for that reason we have invited here representatives of the manufacturers and of their employés, hoping that some understanding may be reached which will avert the danger.

John F. Grubert.— We come in response to your invitation. We are willing to submit this matter to arbitration, either your Board or committees to act as arbitrators.

A. H. Wheeler.— Before we make any statement, we would like to know what differences there are between the employers and the cutters. The men finished up their season's work as usual. It is true that after finishing the cutters handed us a slip of paper, but still we do not know what differences there are.

The Chairman.— Is it not true that there is a strike in one of the shops?

Mr. Wheeler.— There is, I have heard, a strike in one shop; but I do not know that any general strike is threatened. As we have not asked for a conference, we would like to know what is wanted by the employés.

Chairman Purcell.— It is proper to say that the cutters have not asked for a conference either. The Board has learned that there is a strike in a shop of this city, and that trouble is impending in other shops; therefore, the Board has itself called the conference. Still it is proper, on the other hand, that the employés should set forth whatever grievances they claim are in existence.

Mr. Grubert.— The Local Assembly has asked for an advance of twenty-five cents a day. In Mr. Wheeler's shop the men were through the season's work before the date set for the advance to take effect, November first, after which the men decided to stop work if the advance was not granted. There have been no overtures made on either side, I believe. No conferences or meetings of any kind have been held between the employers and employés since the request for the advance was submitted, I believe.

Mr. Grubert then submitted the following request which had been presented to the manufacturers:

Headquarters of Excelsior Assembly 1707, K. of L.
BOOT AND SHOE CUTTERS EXCLUSIVELY.

To the Shoe Manufacturers of Rochester, N. Y.:

Considering the small wages we are now receiving in comparison with boot and shoe cutters in other cities, we feel justified in asking for an advance of twenty-five (25) cents a day.

Cutters working any fraction of a quarter of a day s. all be paid for one-quarter of a day.

RULES GOVERNING APPRENTICES.

1st. All apprentices shall serve the term of three years at boot and shoe trimmings.

2d. Each apprentice shall have in his possession a card received from this assembly, showing time of service.

3d. Apprentices can be registered in any shop under the following regulations: For every six cutters or less, one every three years; over six and under twelve, one every two years; twelve or over, one every year, and one for each additional twelve cutters.

This bill to take effect the 1st of November, 1887, and hold good until the 1st of June, 1888.

COMMITTEE OF EXCELSIOR ASSEMBLY 1707, K. OF L.

Commissioner DONOVAN.— The Board is merely doing its duty in this matter. We learned that a strike is impending; it was not until I came here to-day that I learned that a strike had actually occurred in one shop. The employés ask for certain concessions which the employers say they will not grant. Will it not be better for both sides to appoint committees who will consider all the questions and make an amicable adjustment? In every case in which the advice of the Board has been followed good has resulted, and the parties are to-day working and living in harmony. If this course be followed, all questions may be settled, not only now, but also in the future. I believe that by appointing a permanent arbitration committee the shoe trade in Rochester can get along for many years without any labor trouble. This course does not involve the submitting of the matter to the Board. Both sides may appoint their own committees, who will come together and talk over affairs. If, on the other hand, either side undertakes to drive the other's organization to the wall, nothing but turmoil will result. I offer this suggestion asking you to meet each other manfully and squarely. I think the difficulty can be settled if this course be followed.

Mr. WHEELER.— We are not here as representatives of the Shoe Manufacturers' Association; we came in response to your invitation; I do not care to discuss the questions that have been raised by the cutters, with the exception of the question of wages. The manufacturers have not yet summed up the season's business, some being now engaged on the inventory. When the goods now in process of manufacture are completed, and we have an inventory, we may be able to intelligently answer the demand for an increase of wages. Probably most of the manufacturers will have completed their goods and made their inventories by next week, and may be

able to answer the demand for an advance. My own firm will not be ready so soon. I violate no confidence, however, in saying that our association does not interfere with questions of wages. Every manufacturer settles that with his men.

The Chairman.— Do I understand that there is no general scale of wages?

Mr. Wheeler.— The Manufacturers' Association does not attempt to fix a uniform scale; every manufacturer deals with his own men.

Commissioner Donovan.— Mr. Wheeler, you will not be able to answer the request for an advance for a week or so, you say; now will you give assurances that an effort will be made to settle the difficulties amicably? Let each side say they will not try to force the other until committees are appointed to confer and draw up satisfactory terms of settlement.

Mr. Wheeler.— I do not think we can make any arrangement for committees in the present state of affairs. I think it better to wait, and perhaps each manufacturer will make satisfactory terms with his own men.

Chairman Purcell.— Mr. Wheeler, do I understand that your association never takes action in regard to wages?

Mr. Wheeler.— We have not for six years past; we have purposely kept aloof from that question.

Chairman Purcell.— This is one difficulty in the case: the employés act as a body on this question of wages, while the employers are not acting as an association.

Commissioner Donovan.— Let me suggest, as before, that committees may make such arrangements that hereafter each employer will meet committees of his own employés and settle the wages to be paid in his own shop. I only offer this as a suggestion to be followed in the future when both sides are ready, and add that until the committees have been appointed neither side should take definite action, such as ordering a strike or a lock-out, without notifying this Board. I do not ask that you arrange the terms of settlement to-day; there will probably be no harm in waiting a few days. Let us merely suggest that both sides agree to follow this course of settling the trouble, and that committees be appointed at the proper time when both sides are ready.

Mr. Grubert.— The manufacturers have hurried through the season's work, and I have learned that some of the shops are ready for spring work. It is, therefore, a proper time to commence negotiations.

James O. Horth.— I know that several of the manufacturers are

awaiting the decision of this conference, if there be a decision, before commencing the spring work. We sent in the bill of wages early, so that the manufacturers might know how to act before the commencement of the season.

ALEXANDER MORRICE.—Hitherto the employers have objected because the bills of wages were not handed in until after the spring orders were in; this time we sent in the bill of wages early. There are many sides to this question. We certainly wish to have our organization recognized. Recently the shop committee of Williams & Hoyt's shop waited on Mr. Williams at his shop and said that the men objected to working with non-union men and that there were three such men in the shop. Mr. Williams said that he had nothing to say in regard to the subject, as the Employers' Protective Association had taken charge of the matter. Afterwards Mr. Williams told the same to three members of the executive committee of District Assembly 63, who waited on him. For this reason, as they could get not satisfaction, the men went out.

Mr. WHEELER.—The union men worked all summer without objecting to the non-union men. When the cutters stopped work a committee waited on Mr. Williams and asked him to concede certain propositions, which Mr. Williams refused to do. The men then went out on a strike, much to the damage of Mr. Williams's business, as unfinished stock is now lying on his hands.

Chairman PURCELL.—There is a discrepancy between your statements and those of Mr. Morrice which should be cleared up. Did the men strike because the non-union men were actually at work, or on the abstract idea that non-union men had at some time been working in the shop?

Mr. MORRICE.—I do not know whether the non-union men were actually at work at the time or not. One of them was seen in the shop, and we were told that he was assisting in making the inventory, and I do not know whether the non-union men actually did any cutting or not.

Mr. WHEELER.—Mr. Williams let the non-union men go before the committee called on him.

Mr. ADAMS.—The committee could get no satisfaction from the firm in regard to the question whether non-union men were or were not at work in Williams & Hoyt's shop.

Mr. WHEELER.—I have listened to the suggestions of the Board and will consider them. I think that a good step for the union to take is to permit the men to go back to Williams & Hoyt's shop and finish up the work there

Chairman Purcell.— If the men went out from that shop on an assumption or a misapprehension, I have no hesitation in advising that they go back, as an earnest of their desire for an amicable settlement.

Mr. Reilly.— A cutter obnoxious to the union men went to work in Curtis & Wheeler's factory last summer. The firm discharged him, at the request of the union men, and he then went to work in Williams & Hoyt's shop. About the same time, another non-union man went to work in the same shop, I understand. If these men did not continue to cut after the other cutters stopped work, I think that the bottomers, as suggested, should return and complete the season's work.

Chairman Purcell.— This is certainly proper. The return of these men will, I think, assist materially in settling the strike. The most that we have come here to do has been accomplished. Both sides have been brought together, and I hope that good will result. I feel an interest in this matter, not only as a State arbitrator, but as a citizen of Rochester concerned in its welfare.

Mr. Wheeler.— There is one question I would like to ask. Can the representatives of the union explain why one manufacturer has not been asked for an advance. Why is this exception made? Are the men in that shop not paid less per piece than elsewhere?

Mr. Morrice.— It is true, as Mr. Wheeler says, that one of the manufacturers has not been asked for an advance. Seven men are employed there as cutters who, at the time when the advance was asked, were not members of the assembly, although, perhaps, eligible to membership at that time. Still, even in that shop, the men's wages average higher than in any other shop in the city. The only shops in the city where cutters are paid by the piece are A. J. Johnson & Co's. and E. P. Reed & Co's. In the other shops the men are paid by the week, it may be proper to say.

Mr. Wheeler.— Why was Mr. Reed asked for an advance and Johnson not?

Mr. Morrice.— The reason why Johnson was not asked to sign the new scale of prices is that, when it was drawn up at first, none of the men in his shop were members of the union. There was no one to present the scale. His cutters have better facilities for working than are afforded in other shops. The firm makes special efforts to accumulate work. There are two boys to wait on the cutters, carrying work to and from them. A large number of patterns is given the men, and in other ways they have the facilities for doing a larger amount of work than the cutters in other shops.

Mr. WHEELER.— You have very fully explained the system of cutting in use in Mr. Johnson's shop without answering my question. I am informed that Mr. Reed pays thirty-three per cent more than Johnson did for his cutting in the past year. It would seem that this is an offset for all the advantages in Johnson's shop. Yet the men do not ask Johnson for an advance, but ask Mr. Reed to pay thirty-three per cent more for his cutting.

Mr. MORRICE.— As I said, the men in Johnson's shop were not members of the union when the scale was drawn up, but became members since.

Mr. WHEELER.— Did not his men join the union on the understanding that the agreement between Johnson and his men was not to be interfered with?

Mr. MORRICE.— There was such an understanding. The men explained to the union's committee that it had been customary, at the beginning of the year, for Mr. Johnson to confer with his men and ask what grievances they had, if any, and after settling them, come to an agreement for the ensuing year.

Mr. WHEELER.— Another manufacturer made an agreement with his men at the close of the fall work, and yet this agreement was not adhered to. After demanding the advance, the union ordered the men out, I believe.

Mr. SIMONS.— These men had no right, under the rules of Assembly 1707, to make such an agreement. The men say also that the agreement was not for a year or any definite length of time.

Commissioner DONOVAN.— Are not all these questions such as a committee of arbitration should consider? Let the bottomers return to work in Williams & Hoyt's shop, and committees be appointed for a conference. In this way you will settle the whole difficulty amicably. You may have it understood that each side will select one or more men to confer. The committee may be a permanent one, which will settle all difficulties in a business-like way. This course I suggest for consideration. Nothing, of course, can be done to-day, as the manufacturers are not ready.

Mr. MORRICE.— I agree that nothing can be done to-day, and that there is no use in staying longer.

Commissioner DONOVAN.— All that we ask is that both sides consider our advice, and that neither side take extreme measures without notifying the Board.

Mr. MORRICE.— I wish to state that all I have said this afternoon has been on my own responsibility. I have expressed my opinion as an individual.

Mr. Grubert.— Will the non-union men be put back to work in Williams & Hoyt's shop?

Mr. Williams.— That is a question I am not prepared to answer.

Chairman Purcell.— If the bottomers went out on a mere assumption, as has been stated, Mr. Williams ought not to be asked to say that those men will not be in his employ. In this case, if the statements made here are true, the employés, as honorable men, are bound to go back.

Commissioner Donovan.— It seems to me that an adjournment is in order, and as a last word let me request both sides to take no extreme measure without notifying the chairman of this Board.

Mr. Reilly.— Let me say, before adjournment, that the cutters are ready to appoint a committee for a conference.

The meeting was then declared adjourned.

On the 6th of December, 1887, the following communication was received by the chairman of the Board:

Rochester, N. Y., *December* 6, 1887.

Hon. Wm. Purcell,

Chairman of State Board of Arbitration:

Dear Sir.— We would earnestly request that you call a meeting of the State Board this week, if possible, to take into consideration the existing difficulty of the shoe manufacturers and their employés, and to endeavor to effect a settlement of the same.

Very respectfully yours,

JAMES MALLEY,
R. D. ANDREWS,
ANDREW SULLIVAN.

In compliance with this request a meeting of the Board was held at Rochester, on the 8th day of December, 1887, at 4 o'clock p. m., all the commissioners being present. The same parties attending the meeting.

Chairman Purcell.— Gentlemen, this meeting or conference has been called at the request of several gentlemen representing the employés of the shoe manufacturers of the city, asking us to meet to take into consideration the existing difficulties between the shoe manufacturers and their employés, and to endeavor to effect a settlement of the same. The Board is here now assembled and is ready to do anything that is in its power, to effect a settlement of the difficulty. It has no new light on this subject since its last meeting, and if any gentleman here on either side has anything to offer we are ready to

hear it. I would call upon somebody representing the employés to state what the situation is and open the conference, if one is to be hed.

Mr. MALLEY.— Mr. President and gentlemen, the request has been presented to the State Board. As I understand, part of the promise which was made to the Board at its last meeting was that if any indications of a general lock-out should occur, the Board would be notified of it and requested to call another meeting. Understanding this, the request has been forwarded to the Board. There is a desire, on the part of the employés, to settle this difficulty, and we believe that if a conference could be had between the manufacturers and their employés an amicable settlement could be arrived at. We thoroughly understand that the longer difficulties of this kind exist the more complications arise and the more difficult of settlement they become. Our relations have been in the past, I might say for the past four or five years, exceptionally harmonious. I take it that much of this has been due to the attention and consideration paid to the demands of the men, and to conferences held with the employés in reference to petty grievances which arise from time to time. In consequence of this friendly feeling the business has been prosperous here, and it is the desire, I believe, of every employé, and I think I might say of every employer, to see this state of things continue. I know it is certainly the desire on the part of the employés to have the best of feeling prevail between them and their employers, and I know of no way to better promote this than entire confidence on the part of both parties. This is the reason we desire to come together and not hold aloof, and if there is a difference between us I believe it can be settled. I do not favor strikes. I am not one of those who think that a strike, even to the party that is successful, is a victory. There is more or less strife and feeling after it, while if settled by a conference or by arbitration, the best of feeling prevails. We are willing to have a conference and endeavor to settle this matter through committees or submit the matter to the State Board of Arbitration. I understand at the last meeting of the Board it was stated that no difficulty then existed; but it appears to-day that there is a difficulty, and it appears to be growing, and the settlement of this difficulty appears to be farther in the future. What we desire is to perpetuate the feeling which has existed between us in the past, and we believe that it can be done in this way and in this way only. It has been the desire of the employés to give the manufacturers such assurances that they would be justified in going before their customers and presenting them with their goods, feeling sure that no labor difficulty will

interfere with the fulfilling of their contracts. I don't know that I can say any more than this, which I have stated in a rambling sort of way. If the desire of the employers is to heal this breach as soon as possible, I do not apprehend any difficulty in its accomplishment.

Chairman Purcell.—We would like to hear from the manufacturers. Mr. Cox, have you any suggestion to make?

Mr. Cox.—I did not come here representing the manufacturers; I came here on the invitation of your Board, thinking that I might see or hear of some way of settling the difficulty. I am not speaking for the manufacturers of the city. Of course I can not say what position they wish to take. We have a little difficulty in our own factory that I have been trying to settle for some two months. It is finally pretty nearly settled. Some three years ago we opened a branch factory in the village of Fairport for the manufacture of a cheap line of goods, and since that time we have had the continued opposition of the Knights of Labor of this city; in so far as they could prevent us from establishing that factory and running it they have, I believe, given us all their attention. They have, I understand, imposed heavy fines on any of their members who have obtained work there; they have in some cases expelled them. About two months ago they sent a committee to see me and made a number of propositions which, if I would comply with them, would allow Knights of Labor to work there. The conditions of the propositions that were made would be enough to close up that factory. I believe that has been their intention; I have been told that they proposed to close that place up; that they did not like it. We had a number of conferences with committees, one representing the shoe locals of the city and another representing the district assembly. Some four or five weeks ago, after one or two conferences with the district assembly, I made up my mind that there was not much hope of a settlement with them, the way they talked, and I called our men and women together in the Rochester factory. I told them that I did not think it was fair — did not think it was right — to keep up this continual warfare on our country enterprise; I told them that I had done the very best I could to give them good employment and plenty of it; I told them that the opposition did not prevent us from establishing the factory, and if they continued to show this opposition, which was really only a little bit annoying (it compelled me to get up a good deal earlier in the morning than I wished to sometimes — 5 o'clock in the morning — it made a little hard work for me); I told them that unless they ceased

it altogether, and allowed the people to work in our Fairport factory, we should close our factory up here. I told this to our men, I told it to our girls, and I told it to the committee representing the district assembly. To all this they paid no attention. The factory is now closed, and I have a very large factory in Fairport, plenty of room, and we have employed there some three hundred and fifty people, and that is about as much work as one man ought to have to attend to. And all I have to say now is what I told them at that time; that I should never open again, I should never cut another shoe in Rochester until I was perfectly satisfied that I would be allowed to manage my own business without any interference from outsiders.

Commissioner ROBERTSON.—What was the objection, on the part of the men, to your running a business there?

Mr. COX.—They did not like to have the business go out of the city, they said at first; I don't know.

Commissioner DONOVAN.—At the last meeting it was suggested that conference committees be appointed by both sides, to endeavor to effect a settlement. The question arose then in regard to a strike having taken place in one factory, and we suggested that, owing to a misunderstanding existing at that time, the employés return to work; and it was stated by the gentleman who spoke for the manufacturers that if that was done they would then take into consideration the suggestion made by the Board. I certainly asked, at that time, that before any action be taken looking to a strike or lock-out, the Board be notified. Of course, there was not any understanding that that would be done, but it was a request of the Board.

Chairman PURCELL.—I understand that the men returned and finished up the work.

Mr. REED.—I think there was no promise made by the speaker; he said it might be taken into consideration, but there was no promise made.

Commissioner DONOVAN.—The matter has gone on from that time to this, each side trying, it appears to me, to make a diplomatic stroke, and trying to see which side would surrender, and matters have been continually getting worse. One side or the other will have to weaken, and I do not think that either side wants to browbeat the other. While we are here would it not be well to understand on just what terms or conditions the manufacturers will meet their employés? They might say they would meet a committee of the district assembly, and you might say no; they might say they would meet a committee of the local assembly, and you might say no; they might say they would meet you as employés of the shoe trade, and you might say

no; or it might be said that each manufacturer meet a committee of his own employés, and you might say no; any or all of these propositions might be rejected. Would it not be well for the employers to state on just what terms they will meet their employés? If they will not meet them except upon an absolute surrender, and each manufacturer treat with his men individually, it would be well to know it. Then the employés will know, and we will know what is the condition of affairs, and we will not be obliged to come here again.

Chairman Purcell.—I believe the manufacturers, or a large number of them, have posted in their factories some notices, have they not?

Mr. Reed.—Yes, sir.

A notice, of which the following is a copy, was then produced:

Spring Season, 1888.

To Our Employés:

Having become convinced, from the experience of the past season, that the observance of the Saturday half-holiday in the shoe manufactories in this city — while same has not only not been observed by the other branches of industry here, but not by the shoe manufacturers of any other city in the Union, so far as we have been able to learn — has proved detrimental alike to the interests of the manufacturer and his employés, and believing we can not successfully compete with manufacturers of other shoe centers on such unequal conditions, we have, therefore, decided that:

When we commence making goods for spring trade we will do so only with the distinct understanding with our employés that they shall work six days in each week, whenever, in our judgment, the condition of our business requires it. And with the further understanding that we shall be free to hire and discharge any employé without interference from any one.

Commissioner Donovan.—I would like to know if this means that the manufacturers will confer only with their own employés or with representatives of them.

Mr. Cox.—Mr. Chairman, I will speak for myself again. I have had two months experience with committees. The experience of those two months has been such that I do not want any more for myself; if my own men want to come and talk with me, I am ready to talk to them. I had two months in the season of the year when it was necessary that I should make preparations for the coming season. I told them, at the start, that it was very important that we should come to an understanding at once; that I could not give employment to all

our help the coming season unless I had some assurance of what I was going to do; but they paid no attention to it. The next season's business will be seriously damaged, for various reasons; and for the reasons I have before stated, I do not wish to talk with any more committees. If my own men come to me I am ready to talk to them.

Commissioner DONOVAN.— Mr. Cox, you would be willing to talk to a committee of your own employés, would you?

Mr. Cox.— I don't know about that.

AN EMPLOYE.— I believe this Board was called partially to explain the law creating the half-holiday, which I believe is part of the law creating this Board.

Chairman PURCELL.— No; that is not the case. The law creating the Board makes no reference to the half holiday; and the half-holiday, which is created by special act, has reference simply and solely to commercial business, to banking paper. That act, as I recollect it, does not create the half holiday with any view of forcing its observance on anybody; it does not prohibit the carrying on of this commercial business; if the parties wish to go on with it they can do so. It simply makes this provision in reference to banking paper, the same as the Fourth of July or any other legal holiday, but it does not say that people shall cease work on that day; there is nothing of that kind in the law. I think there is a very general misapprehension on that point. There is an impression abroad that this act requires a cessation of labor, the same as on Sunday; but it does nothing of the kind.

Mr. MALLEY.— There must be a misapprehension about that. I understand that the half-holiday was created expressly for the laboring people. It was urgently requested that the bill be passed in the interest of the laboring people, and for that reason it was passed. The question of half-holiday does not enter into this difference between the shoe manufacturers and their employés; the question came up after this difficulty had been inauguarated. The cutters have made a demand for twenty-five cents a day increase of wages, and have also incorporated other features in that bill of wages. Some of these features have been distasteful to one manufacturer and others to another, while it has been generally admitted that the demand of the cutters for an increase of wages is just. Some manufacturers concede that the demand in relation to apprenticeship is just; others claim that it is unjust. If there is a portion of this bill that is obnoxious let us discuss it. It would not be fair to take off the quarter from one manufacturer and put it on another; if any change is to be made the change will be general. All the shoes manufactured in Rochester can be manufactured in six months of the year. Our experience in this city has been that

shoemakers have walked around the streets six or eight weeks between seasons. Understand that all orders are taken — in fact, the majority of the orders are procured previous to a knife being put into a skin to cut those orders. The men are allowed to walk around the streets, and when the time comes to get these orders out they are put on and work twelve or fourteen hours a day. The result is that many of the employés are idle, out of employment. They have families to support. Now it was found necessary to restrict this over-time in some way and thus employ this surplus labor. It was not to embarrass the manufacturer in any way or to prevent him from getting his orders out. I remember the time when the stock was cut and manufactured and piled up, and when the orders came they were filled; now that is not done at all. The majority of the orders are in before the stock is cut.

If the manufacturers say, "If you will agree to work six days in a week we will settle this matter," we would seriously consider it. They have never made any such proposition. Some contend that they can do more work in five and a half days than they formerly did in six days, some piece workers. Those who generally laid off Mondays now come to work on that day. There is no great stickling on this question; no great difference. The question of half-holiday is a question that I claim is wholly foreign to the prime cause of the difference between the shoe manufacturers and the cutters.

It has been said that in other cities the shoemakers did not take the Saturday half-holiday. In New York city and Brooklyn fifty-two hours and a half constitute a week's work — it is two and a half hours less; in Utica they accomplish much less in six days than we turn out in five days and a half. Considering these facts, I don't think that the manufacturers are suffering greatly on account of the half-holiday. If that is the point of difference, if the manufacturers say that that will settle the matter, I don't think we are far from a settlement The employés desire to do anything that is fair and reasonable in order to accomplish a settlement. We are citizens of Rochester; our interests are here, and we wish to see the prosperity of the city go on.

If you want to see a contented set of men allow those men to make good wages. When your men make good wages they are contented and you will have very little trouble in the factories. There are a number of instances of that kind in Rochester, and I must say that I never yet found men who were earning good wages who were not contented. There may be cases of hot-headed action, of course. Mr. Cox has spoken of our interfering with his Fairport

factory. The trouble on account of that factory has not been of our seeking. His employés have been dissatisfied; they have been complaining to us continually. But Mr. Cox made a declaration of war when he established his Fairport factory. He said: "I am going to run this factory without the aid or assistance of organized labor." That is not certainly of our seeking. We have endeavored since that to let him run it without the aid or assistance of organized labor; that is all we have done to interfere with Mr. Cox. A short time ago he thought that it would be well to have a local organization in Fairport and have his shop organized; and we heard that he wished them to become Knights of Labor; that he was willing to have that organization in his shop at Fairport. If he would pay the wages that were paid in Rochester we had no objection to him organizing his shop, but we did not desire to be charged with instituting a strike. Now, the committees that Mr. Cox speaks of were in reference to that matter. We do not desire to organize a factory and then put that factory on strike; it puts an odium on an organization, and we desire to avoid that as far as possible.

Now, I claim that labor organizations are a benefit to the manufacturers. There are manufacturers that I see here to-day who were worried more, ten times, before the advent of an organization than they have been since. A disorganized shop will go out in the busiest season, without any notice; now, with an organization, when an agreement is made for the season, the manufacturers know that their business will not be interrupted or disturbed, and any contract entered into between an organization and an employer must be sacredly kept. I have seen employers willing to sell out their business because in disorganized shops they would strike at any moment.

Now, desiring that this matter should be settled, I have requested this Board to meet here for the purpose of effecting a settlement. I do not wish to see a test of endurance. It leaves a feeling of bitterness that it takes years to eradicate. If the employer is finally obliged to submit, he waits for a favorable opportunity to renew the battle. If an amicable settlement is effected, the best possible feeling prevails, and all danger of an uprising is done away with.

Mr. CURTIS.— This notice came upon the employers unexpectedly, and the manufacturers, as a body, have taken no action in relation thereto. I simply state, for Curtis & Wheeler, we have always been able to settle with our men satisfactorily, and are willing to do so at any time they come and talk with us; and I was at the pains to write out very fully what I had to say to them. There is a copy, if they

have not seen it. (Producing a copy of the following address of Curtis & Wheeler to their employés):

To Our Employés:

It is now nearly six years since we called you all together in this place and explained to you as best we could our understanding of the true relations which should exist between the manufacturer and his employés, in order to insure success. Many, if not a majority of the men who were present at that time, are in our employ to-day. And we point with pride to the large number of employés in this establishment who have been with us, many of them from their boyhood and many during the best days of their manhood. It is the best evidence that none of us have been altogether unreasonable. Otherwise we could not have lived together so long in peace and harmony. Mistakes we may have all made, and at times disagreements have arisen, but we believe we have never failed to amicably adjust such disagreements when not handicapped — on one side or the other — by outside influences.

We explained at that time how, in sending out our samples, we became agents for the sale of your labor; that if you placed a value on your labor that was higher than the state of the market would warrant we would be unable to compete with the agents of other laborers, who had placed the product of their labor on the market at lower figures.

In making prices and sending out our agents with samples, we claim to have the right to put such prices on our goods as we deem fit, but when our salesman looks over our samples and examines the prices and says, "On this shoe, or on that, you have made the price too high; I can not sell it in competition with such and such and such a manufacturer, who offers equally as good a shoe at less money," we do not quarrel with that salesman, but we begin to inquire to find if his statements are correct, and if convinced they are, we overhaul our prices and endeavor to see if we can not arrange to meet that competition, well knowing our salesman cannot give us the best results of his efforts unless his prices are such as will enable him to meet the competition of other goods of equal value.

So you have an undoubted right to put your own prices on your labor, but when we tell you it is too high and we can not sell it in competition with others, it is not necessary we should quarrel about it. We should, rather, reason together and if possible agree upon such figures as will afford alike a market for the joint product of your

labor and our stock and material, and a fair remuneration to us both. This, we have said before, we have always been able to do, and believe always shall, unless prevented by outside influences.

We believe there is not an employé in this establishment who will contradict the statement, when we say we are and have at all times been willing to discuss fairly and dispassionately with our workmen the matter of the remuneration they should receive for their labor. We will go still further and say that whenever we are unable to agree among ourselves what such remuneration shall be, we are willing to leave it in the hands of disinterested parties for *arbitration*.

But there are some matters, involving our inherent rights as independent American citizens, which none of us can consent to submit to arbitration by others. For instance, should we insist, as condition of your entering our employ, that you consent to cast your votes for either the Democratic or the Republican party, as we might dictate, your manhood would at once be aroused, and you would justly reply that, under no circumstances, could you consent to a condition whereby you would forfeit your rights as free and independent citizens. So, on our part, there are certain rights which we believe inalienable and which we can never consent to submit to the arbitration of others. Chief among these is the right to say *who* and *how many* shall enter our employ and when they shall leave it.

There is not one among you that is not aware of the delay in filling orders that has been experienced in this establishment during the past season, and you must also be aware that we have been subjected to great loss thereby. While the delay has been partially owing to lack of room, it has been largely due to time lost by the observance of the Saturday half-holiday. To many of you we have explained personally the loss and inconvenience which were sure to result from such observance, and while admitting the fact and expressing a willingness on your part to help us out in the emergency, you were forced to admit you were not free to act upon your own volition, but were controlled by outside influences, which forbid you to either work for the best interests of your employer or for your own interests in the way of additional wages.

We have lately visited other cities — shoe manufacturing centers — and have taken pains to inquire if they, too, observed the half-holiday. In every instance we found they did not.

Now, it requires but little thought or calculation to see, if the manufactories of Rochester work but *five and a half days* in the week, while competing cities work *six*, these cities will have just *one-twelfth* the advantage over Rochester — an advantage which must in a very short

time prove extremely detrimental to the manufacturers of Rochester, and detrimental to their employés in like proportion.

You will remember a few years since, when you were asking an advance of wages because of the great amount of time lost during the dull season of the year, you said you could afford to work cheaper if you were employed more steadily during the year. We told you then when work was scarce the way to get more of it was not to add to the cost of production, but rather, if possible, to reduce it.

You must all admit that during the past year work in this city has been both plenty and steady. Now, if when times are good and work plenty you deliberately increase the cost of production one-twelfth — and the cost of production must necessarily be increased if you decrease the amount produced while all the expenses remain the same — the result will surely be a decrease in the amount of work to be done in Rochester.

We have considered this matter very carefully and have become convinced that neither we nor other manufacturers who have the best interests of our city at heart, can consent to see her thus handicapped in the race with rival cities for her share of the trade.

For these reasons we have decided to post this notice:

Spring Season, 1888.

To Our Employés:

Having become convinced, from the experience of the past season, that the observance of the Saturday half-holiday in the shoe manufactories of this city — while the same has not only not been observed by other branches of industry here, but not by the shoe manufacturers of any other city of the Union, so far as we have been able to learn — has proved detrimental alike to the interests of the manufacturer and his employés; and believing we can not successfully compete with manufacturers of other shoe centers on such unequal conditions, we have, therefore, decided that:

When we commence making goods for spring trade, we will do so only with the distinct understanding with our employés that they shall work six days in each week, whenever in our judgment the condition of our business requires it, and with the further understanding that we shall be free to hire and discharge any employé without interference from any one.

You will observe this refers to spring work only, and not to that already commenced, for which you are aware we are in great hurry.

We trust you will consider this matter carefully, thoughtfully and dispassionately, and we believe you will be convinced we are acting as much in your interest as in our own.

Our city has enjoyed the enviable reputation for the past six years of being remarkably free from strikes and labor disturbances of all kinds, and to that reputation is largely due the continued increase in the amount of employment we have been able to offer each year. This has been especially remarked and acknowledged, both by our customers and our competitors of other cities. While the latter have been engaged in dispute and wrangling we have been enjoying the fruits of harmony and good feeling.

The question of to-day is: Shall that continue? Shall we go on upon substantially the same basis as during the past few years, correcting inequalities or injustices where they exist, rewarding faithful services by advance of wages when deserved, or shall we waste valuable days or weeks in wrangling only to commence again after both sides have suffered greater loss than all the differences involved at the outset?

For our part, we are ready to go on as before. Are you willing to do the same?

Remember, the eyes of our competing cities are upon us, secretly hoping that the outcome will be discord and delay in Rochester. It remains with you to disappoint them. Will you do it?

Our samples are nearly ready to send out and we await your answer before sending them.

Yours respectfully.

CURTIS & WHEELER.

ROCHESTER, *November* 23, 1887.

All I have to say is, if our men come to see us we will talk with them. We are not ready to have them go to work now, but when we are, I think we can settle the matter ourselves. We came here out of respect to your honorable body, and that is all we have to say.

Commissioner DONOVAN.— Is it possible to bring about a meeting of the manufacturers' association so that they could consider a proposition from this Board, looking to a settlement.

Mr. CURTIS.— All I can say is, that if this Board should see fit to offer a proposition and should come to me and ask me to present it, I would cheerfully present it at the very first meeting that we held.

Commissioner DONOVAN.— If we should request you to-night to hold a meeting to-morrow for that purpose, could you do it?

Mr. CURTIS.— If we saw fit to meet, I suppose we could.

Chairman PURCELL.— I believe you have an association of manufacturers?

Mr. CURTIS.— Yes, sir; we have.

Chairman Purcell.— What Mr. Donovan desires to know, and what the other members of the Board desire to know, is whether you think that we could have a meeting of the manufacturers' association with this Board.

Mr. Curtis.— I can not speak for the other manufacturers, and I don't know what I can say to that.

Chairman Purcell.— Couldn't you consult together here this evening and decide that? We simply wish to know whether the Board can have a meeting with your association.

Mr. Curtis.— I can not say that, either.

Chairman Purcell.— Could you not let us know this evening if we could have a meeting with that association?

Mr. Curtis.— All I have to say is, if your secretary will put such a request in writing, I will see that it is presented as soon as possible and respectfully answered.

Commissioner Donovan.— We would not wish to address such a communication to the president of your association and have the next meeting of the association next week; we would like to have it to-morrow.

Mr. Curtis.— All I can say is that I will see that you shall have an answer to-morrow.

Chairman Purcell.— It is very evident from the notice posted in the factories, that this half-holiday question has had a good deal to do with this difficulty. It is also evident that there is a misapprehension prevailing in regard to the law; there is a general misunderstanding, I know, because a number of people have spoken to me about it, and it is well to explain it now because it will go on record and through the industrious reporters it will go into the newspapers. (The chairman of the Board then read the law creating the half-holiday.)

Now I have read the whole of the act to show that its passage was wholly for business purposes, in regard to the presentation of business paper, and there is nothing in the act that requires that there shall be any cessation of labor on that day. There is an impression, and a general impression, because I have heard it expressed by scores, that this half-holiday law requires the cessation of labor on that day, and was passed for that purpose.

Mr. Malley.— There is no such impression on the part of the working people of Rochester. We understood that if we wished to observe this half-holiday we would have to take it. We knew that if we wished to work on that day we could do so.

Mr. Reed.— I simply wish to say that we came here, the same as Mr. Curtis did, on your request or invitation. We are ready to

treat with our own hands any time they wish to come and see us they all understand it; we have told them so. We believe that our men know best what they want, and we certainly know best what we want.

The meeting was then adjourned.

Immediately after adjournment the following letter was sent to the Shoe Manufacturers' Association:

ROCHESTER, N. Y., *December* 8, 1887.

GENTLEMEN.—The State Board of Mediation and Arbitration respectfully request that your association meet them at your earliest convenience to-morrow, for the purpose of considering a proposition in reference to the adjustment of the differences existing between the members of your association and their employés.

Yours respectfully.

CHARLES J. MADDEN,

Secretary.

To the SHOE MANUFACTURERS' ASSOCIATION OF ROCHESTER, N. Y.

The only answer received from the Shoe Manufacturers' Association was in the form of the following resolutions, which were adopted at a meeting of the association held December 8, 1887:

WHEREAS, The strike which has existed among our employés since November first, is, in our opinion, not only without reason, but altogether unjustifiable, alike detrimental to manufacturer as well as every employé; and

WHEREAS, The further continuance entails privations and sacrifices among a large and worthy class of our citizens, and its continuance is greatly to be deplored; and

WHEREAS, We are assured by many of our recent employés that they are ready and anxious to resume work, if guaranteed protection in their situations; and having their interest as well as our own in consideration;

Therefore, We the undersigned manufacturers, hereby guarantee to any individual, who accepts employment in our factories, that no arrangement will be made in the future with any organization or individual that will interfere in any way with their position or standing in any of our factories.

Also, in a manly and fraternal spirit, we invite our employés to resume their occupations, assuring them of honorable and fair treatment.

We also pledge ourselves to each other that unless our invitation as above is accepted on or before December twelfth, that in justice to ourselves and those desiring work, we will, on that date, open our respective places of business, engaging individuals, regardless of any previous associations.

D. ARMSTRONG & CO.,
THOMAS BOLTON,
CURTIS & WHEELER,
HOLLAND & EGAN,
JOHN KELLY,
E. P. REED & CO.,
F. B. ROBINSON,
SMITH & HERRICK,
WILLIAMS & HOYT,
H. O. HOWARD & CO.,
P. COX SHOE COMPANY,
BYRNES, DUGAN & HUDSON,
COWLES, BROTHERS & CO.,
HATCH FLEXIBLE SHOE COMPANY,
BEHN & YOUNG,
BROOKS & McENTEE,
DAKE & BARRETT,
HOUGH & FORD,
LEVIS & BROXHOLM,
REYNOLDS & EDDY,
ROSS, LEVIS & PIFER,
UTZ & DUNN,
WRIGHT & PETERS,
S. V. PRYOR & SON,

Rochester, N. Y., *December* 8, 1887.

Port Jervis.

About the 20th of January, 1888, the attention of the Board was called to a difficulty between the firm of W. Buckley & Co., of Port Jervis, and their employés. On the twenty-third of January Commissioner Donovan visited Port Jervis and met a member of the firm and a committee of the local assembly of Knights of Labor. After hear-

ing their statements of the causes of the difficulty, he suggested that a committee of employés be appointed to meet one or more representatives of the firm, and that each party give its representatives full authority to settle the difficulty. This suggestion was favorably received, but the committee of the local assembly stated that the matter, so far as the employés were concerned, had been placed in the hands of the general executive board of the Knights of Labor, and that that body had the sole authority to make a settlement. Commissioner Donovan left with the assurance of both parties that his suggestions would be carefully considered. At their request, he visited Port Jervis again on the eleventh of February. He then learned that, in accordance with his suggestions, arrangements had been made for a conference, and that an effort would be made to settle the difficulty. For that purpose a meeting was held on that day at 2 o'clock P. M. T. B. McGuire, of the general executive board of the Knights of Labor, and Messrs. Brennan and O'Neil, of the local assembly of Knights of Labor, represented the employés, and D. C. V. Young and Father Scally represented the firm of W. Buckley & Co. Commissioner Donovan was elected chairman and Mr. Brennan secretary of the meeting.

Mr. McGUIRE, on behalf of the employés, stated that a short time previous to the strike W. Buckley & Co. commenced the manufacture of a third grade of shoes, and for the work upon this class of goods they refused to pay within forty per cent of the wages paid for the two better grades which they manufactured; that the employés refused to accept the reduced rate of wages, and when they so notified their employers, Mr. Wade, a member of the firm, told them that they better get out if they did not like the wages that were offered; that they took him at his word and quit work; that subsequently committees of the Knights of Labor called on the firm, who refused them an interview. Then Mr. T. B. McGuire, a member of the general executive board, called at their place of business, and they refused to meet him, saying that "they did not want to have anything to do with the —— Knights of Labor." Mr. McGuire returned to Philadelphia and reported this to the general executive board, who notified all assemblies of the trouble and of the ultimatum of Buckley & Co., and requested them to govern themselves accordingly in reference to that firm's goods.

Mr. YOUNG, on behalf of the firm, stated that he was well aware of the injudicious remarks of his partner, Mr. Wade; that both parties were responsible for the present state of affairs; that there was a misunderstanding in regard to the proposed reduction of wages;

that he did not object to dealing with the Knights of Labor, although the senior member of the firm was opposed to any recognition of that organization; that he believed this matter could be amicably settled if a guarantee were given that the boycott on the firm's goods would be removed. He stated that the strike had resulted in a loss to the firm of $30,000; that goods had been returned from all portions of the country, and that they were then awaiting a market for $20,000 worth of their shoes.

Commissioner DONOVAN stated that if the attention of the State Board of Mediation and Arbitration had been called to this difficulty in May, 1887, he had no doubt that this long and disastrous struggle would have been avoided. He urged upon both parties the importance of restoring the harmonious relations which had formerly existed between them, and advised them to forget the past and endeavor to undo the harm which they had done to each other.

Father SCALLY gave similar advice, and at his request a committee was appointed to confer with Mr. Buckley, the senior member of the firm. Mr. McGuire, Father Scally and Commissioner Donovan constituted this committee. They immediately called on Mr. Buckley, and after three hours discussion of the questions in dispute, terms of settlement were agreed upon. The following agreement was then prepared and executed:

PORT JERVIS, *February* 11, 1888.

It is hereby agreed between D. C. V. Young, for the firm of W. Buckley & Co., and Thomas B. McGuire, of the general executive board of the Knights of Labor, for the employés of said firm, as follows:

First. On the part of the firm that it will maintain a strict Knights of Labor shop during the existence of this agreement.

Second. That committees of the employés shall be recognized at all times by the firm.

Third. That all persons employed prior to the date of the strike shall be reëmployed in preference to others, if they desire to return to work and if the business of the firm shall warrant.

Fourth. That union prices shall be paid by the firm in the manufacture of goods.

Fifth. That the system of apprenticeship to exist in the factory shall be such as exists in union shops and be governed by union rules, and in case any difficulty arising whereby a strike shall result, the employés agree not to permit, as far as possible, the apprentices to cease work.

Sixth. That the scale of prices shall be posted in a conspicuous place in the factory.

Seventh. The price list shall not be changed by either party without thirty days written notice.

Eighth. On the part of the employés the right of the firm is recognized to discharge any of its help for drunkenness, neglect of duty, or any other just cause.

Ninth. That the firm agrees to furnish the employés' committee with causes of dismissal.

Tenth. In the event of any dispute arising in the future, such as a question of prices, or any other matter that cannot be settled between the employés' committee and the firm, it shall be referred to the executive board of the assembly with which they are connected, and in case an agreement can not be then effected, it shall be referred to an arbitration committee, consisting of one appointed by the firm, one by the employés, those to select a third, whose decision shall be final.

Eleventh. This agreement shall date from the signing thereof and continue for one year from that date.

Twelfth. That thirty days before the termination of this agreement a joint committee shall meet to consider a renewal or change of the same, and be empowered to make such changes as the exigency of the case shall warrant.

Thirteenth. That the firm shall have the use of the union label, if desired, during the existence of this agreement and as long as they maintain a Knights of Labor shop.

All of the foregoing we agree to and have hereunto set our signatures this 11th day of February, 1888.

W. BUCKLEY & CO.,
Per D. C. V. YOUNG,

THOMAS B. McGUIRE,
For the K. OF L.

NYACK.

At the close of the shoemaking season of 1887 the Morrow Shoe Manufacturing Company, of Nyack, and the lasters in their employ disagreed as to the price which should be paid for lasting a "Waukenphast" shoe. The lasters claimed that the amount paid was not sufficient compensation for this work, and they requested an increase of wages. This the company declined to grant, and at the commencement of the next season, which was about January 15, 1888, the

lasters refused to return to work. On the sixth of February, 1888, the following letter was received:

Nyack, N. Y., *February* 5, 1888.

William Purcell, Esq.,

Chairman State Board of Arbitration:

Dear Sir.—There exists at present in the factory managed by our company in this place a strike or lock-out of the lasters on the question of prices to be paid for certain work. The strike involves the employment of about 200 of our operatives, most of whom are idle at present, and unless the question in dispute is settled without delay we shall be obliged to shut up the factory for the greater part or all of the coming season. There seems to be no likelihood of an agreement now. Can and will you take action in the matter, and immediately?

Yours truly.

GEORGE P. MORROW,

Secretary.

Commissioner Donovan visited Nyack on the ninth of February and learned that just previous to his arrival the matter had been amicably adjusted, both parties having made concessions.

STEEL AND IRON-WORKERS.

TROY.

About the 1st of December, 1887, the Troy Steel and Iron Company notified the employés in the different departments of the company's works that their wages would be reduced ten per cent, such reduction to take effect a few days thereafter and to continue in force for one year. In November the Bessemer Steel Works were shut down on account of a lack of orders, and the employés were notified that when the works started again they would run on two turns. The Board was informed that the employés refused to submit to the reduction of wages, and that this disagreement would probably result in a strike or lock-out. As soon as possible after the receipt of this information a meeting of the Board was held in the city of Troy, and Commissioners Donovan and Robertson had interviews with the representatives of both parties and endeavored to avert the threatened difficulty. The employés offered to submit the question of wages to the Board for adjustment. The officers of the company agreed to consider this proposition, and in the meantime to postpone the reduction of wages. They subsequently refused to arbitrate, and insisted upon the ten per cent reduction. The rail mill employés then offered to accept a five per cent reduction until May 1, 1888, but the company still insisted upon the terms stated in their notice to the employés. The negotiations between the parties continued until the 13th of January, 1888, when the Rensselaer Rail Mill and the Albany Iron Works were shut down and the company announced that the entire works would be closed on the first of February if the differences between them and their employés were not adjusted before that date.

Between the fifteenth of January and the sixth of February the Board held several meetings in the city of Troy, and Commissioners Robertson and Donovan were in almost daily communication with the parties. On the twenty-seventh of January the employés of the Rensselaer Rail Mill presented to the Board the following proposition: That the rail mill employés return to work at a five per cent reduction; provided, however, that if at any time prior to the 1st day of January, 1889, the price of rails shall advance above thirty-four dollars per ton the employés shall receive a proportionate advance in wages, and that, in any event, there shall be no further reduction during the year 1888.

On the thirtieth of January the employés of the Bessemer Steel Works offered to accept a ten per cent reduction, provided that the three turns be continued.

The Board presented these propositions to the officers of the com-

pany on the thirty-first of January. They promptly declined both propositions and insisted upon the ten per cent reduction of wages in the rail mill department and a change to two turns in the Bessemer Steel Works. In this connection they made the following statement:

The reduction of ten per cent in the wages of the heaters, helpers and train men at the Albany Iron Works is rendered necessary by the fact that the present cost of the products of that department is in excess of the prices which can be realized for them, and the result has been that the department has shown a constant loss month after month. The reason that the Burden Iron Company can pay the wages which they do and still make money is because they make their profits from their special horse-shoe business, and consider their merchant iron trade as a means of filling in, and thus keeping their mills running full, and so reducing the cost on all of their products. They do not profess to make money on their iron business. The Troy Steel and Iron Company are paying higher wages than those paid by their other eastern competitors, no matter where they are located. In the steel department — steel works and rail mill — the reduction is imperative because of the utter stagnation in the rail business, and consequent lowering of prices which the railroads will pay for rails, and the only way possible for the company to endeavor to meet the market is by asking their employés, whether in the mills or office, to accept a reduction in their wages. This has been recognized by the other mills of the country, and the men at Cambia, Pennsylvania Steel Company, Bethlehem; Scranton Steel Company, Lackawanna Iron and Coal Company, and Worcester (Mass.) Steel Works have accepted the situation, and are now working under the reduction. Up to the time of rebuilding the steel works in January, 1886, there were but two turns working at that department. Owing to the then demand for eight hours for a day's work, and the belief on the part of the management that steel could be made much cheaper than proved to be the case, three turns were put on. During the whole of the present company's existence it has made no money, and this, with the other reasons given, demands a reduction of wages, but by going back to two turns the reduction in cost can be made, while the men themselves will make more per day. The men in the other eastern mills all work two turns and are paid less per ton than is proposed by the Troy Steel and Iron Company. Moreover, the men in the rail mill work twelve hours or two turns, and over fifty per cent of the jobs in the converting department have always remained on the twelve-hour basis. Besides this, when the works shut down in November on account

of lack of orders, the men were notified that when they started up it would be on two turns, and the names of the employés who would be retained were posted up, so that those whose services would be dispensed with could make other arrangements. If they have not done so it is not the fault of the company. The wages proposed are to hold good until May 1, 1888, and are based on rails at thirty-four dollars per ton. If at that time the company have taken orders at a higher average figure, the wages will be advanced in like proportion, but if at the same, a lower one; the wages to remain the same for the rest of the year 1888.

This was accompanied by a schedule of prices which they were willing to pay for the various portions of the work in the Bessemer Steel Works.

On the same day the Board met committees representing the employés of the Rensselaer Rail Mill, the Bessemer Steel Works and the Albany Iron Works and reported to them the company's answer to their propositions. The committees were not then prepared to accept the company's terms, and the negotiations were continued until the sixth of February, when the following agreements were prepared and executed :

Agreement Between Troy Steel and Iron Company and Employés in Rail Mill.

It is hereby agreed between William Kemp, on behalf of the Troy Steel and Iron Company, and Thomas Carey, John Conway, Cornelius Whelton, Frank Kennedy, Hugh Reilly and Daniel Delaney, on behalf of the employés in the rail mill department of the Troy Steel and Iron Company's works, said persons having full power, as a committee, to make this agreement :

First. That the employés shall return to work at a reduction of ten per cent in the wages paid previous to November 14, 1887, and shall continue at work at such rate of wages until May 1, 1888, which rate of wages is based on a selling price of thirty-four dollars per ton ; provided, however, that if the selling price shall exceed thirty-four dollars per ton, either before or after May 1, 1888, the wages to be paid shall be increased proportionately.

Second. On the part of the company, it is agreed that there shall be no further reduction of wages of employés during the existence of this agreement.

Third. The employés agree to continue at work until the 1st day of May, 1888, upon the above mentioned terms and conditions.

Fourth. If at any time during the existence of this agreement any

difficulty shall arise over its terms, such difference shall be referred to a joint committee representing the employés and the company, which committee shall have power to settle the same; and there shall be no cessation of labor because of such difference.

Fifth. If at any time prior to the 1st day of January, 1889, the company or the employés desire to alter or terminate this agreement, thirty days written notice thereof shall be given to the other party.

Sixth. On or about December 1, 1888, a joint committee shall be appointed to consider and make a schedule of wages for the year 1889.

Seventh. This agreement shall take effect at the date hereof and shall continue in force until the 1st day of January, 1889.

In witness whereof the parties have hereunto set their hands this 6th day of February, 1888.

TROY STEEL AND IRON CO.,
By William Kemp,
Vice-President.

THOMAS CAREY,
JOHN CONWAY,
CORNELIUS WHELTON,
DANIEL DELANEY,
HUGH REILLY,
Committee.

Agreement between Troy Steel and Iron Company and Employés in Bessemer Steel Works.

It is hereby agreed by and between the Troy Steel and Iron Company, by William Kemp, vice-president, and James Logan, Patrick Benson, Thomas Meagher, George Haite, Michael Cahill and William Paige, for and on behalf of the employés of said company employed in the Bessemer Steel Works, as follows:

First. The employés agree to return to work upon the terms mentioned in the proposition submitted by the company.

Second. The Troy Steel and Iron Company agree that there shall be no further reduction in the wages of employés during the existence of this agreement.

Third. The employés agree to continue at work until the 1st day of May, 1888, upon the above mentioned terms and conditions.

Fourth. If at any time during the existence of this agreement any difficulty shall arise between the company and said employés, all questions of difference shall be referred to a joint committee, repre-

senting the company and the employés, who shall have power to settle the same; and there shall be no cessation of labor pending such settlement.

Fifth. If at any time prior to January, 1889, either party desires to alter or terminate this agreement, thirty days written notice thereof shall be given to the other party.

Sixth. On or about the 1st day of December, 1888, a joint committee shall be appointed to make a schedule of wages for the year 1889.

Seventh. The company agrees to give the preference to the men heretofore employed on the third turn in the employment of hands for any work in and about the company's works which they are competent to perform.

Eighth. The company also agrees that no employé shall be deprived of employment or injured in any way by reason of any action of his as a member of a committee or as a representative of his fellow-workmen.

Ninth. This agreement shall take effect at the date hereof and shall continue in force until the first day of January, 1889.

In witness whereof, we have hereunto set our hands this 7th day of February, 1888.

TROY STEEL AND IRON CO.
By WILLIAM KEMP, *Vice-Pres.*

GEORGE HAITE,
WILLIAM PAGE,
JAMES LOGAN,
PATRICK BENSON,
Committee.

Work was resumed in the Rensselaer Rail Mill and the Bessemer Steel Works on the seventh of February, and the employés have continued to work under these agreements without any further difficulty.

The helpers, heaters and trainmen of the Albany Iron Works refused to make a similar agreement, but a few weeks later they returned to work on practically the same terms.

STREET SURFACE RAILROAD EMPLOYÉS.

Rochester.

On the morning of the 22d of May, 1888, the drivers, conductors and barn men in the employ of the Rochester City and Brighton Railroad Company tied up the road. A meeting of the Board was held in the city of Rochester early in the forenoon of that day, Commissioners Purcell and Donovan being present. At the request of the Board, the following representatives of the company attended: C. C. Woodworth, William C. Barry, George H. Ellwanger, and the counsel of the company, Hon. Thomas Raines.

Following is a report of the proceedings:

Chairman Purcell.— Gentlemen, the object of this meeting is to make a speedy and satisfactory settlement of the street car employés' strike, if possible. Will one of the representatives of the company give us some information in regard to the matter?

Mr. Raines.— The strike is a great surprise to the officers of the company. Several conferences have been held between the company and the men, at which the most friendly spirit was exhibited on both sides. As late as yesterday afternoon the committee talked with officers of the company, but said nothing about striking. The committee was informed that, as all the directors were not present, a definite answer could not be made to the requests of the men.

Mr. Raines then presented the following paper, which he said was a report of the negotiations between the company and the men:

Rochester, N. Y., *March* 16, 1888.

Edward Touhey, *Chairman Driver's Committee:*

Dear Sir.— We are in receipt of your communication dated March 14, 1888, inclosing copy of proposed agreement between the Car Drivers' Protective Assembly and this company, and herein return the answer of the company to each article separately, quoting the same:

"*Article* 1. We desire to have the law, passed June 6, 1887, regulating the hours of labor on street surface and elevated railroads in cities of 100,000 inhabitants and over, complied with."

It has not been determined by any official census that the city of Rochester contains more than 100,000 inhabitants, and until such census has been taken and that fact officially determined, act chapter 529, passed June 6, 1887, will not be applicable to the city of Rochester. The law referred to has, therefore, no relation to the affairs of this company.

We also call your attention to the fact that in New York city and Brooklyn, which cities are concededly within the terms of the law, the conductors and drivers and other employés of street surface and elevated railroads have not deemed it advisable to ask for the enforcement of the law, and on the contrary, waiving their rights under the same, have entered into amicable agreements for the continuance of their employment upon substantially the same terms as those mutually agreed upon prior to the enactment of the law.

"*Article* 2. That all conductors and drivers who have at any time been in the employ of the company a period of six months shall receive two dollars per day; all other conductors or drivers shall receive one dollar and seventy-five cents per day until they have been in the employ of the company six months; after six months they shall receive two dollars per day."

The company is now paying conductors and drivers the full sum (two dollars per day) demanded by the drivers, to all men who have been fifteen months in the employ of the company. The rate of wages paid by this company is much higher than that paid in any other city for like service. We have taken pains to ascertain the facts in reference thereto and will submit for your inspection papers in our possession which establish the following facts :

In Elmira the men are required to work twelve to thirteen hours each day and are paid one dollar and fifteen cents per day.

In Syracuse, for a day of twelve to fourteen hours, the pay is one dollar and a half per day.

In Oswego, for a day of fifteen to sixteen hours, the pay is one dollar and thirty-three cents per day.

In Buffalo, for a day of twelve hours, the pay is one dollar and eighty-five cents per day.

In Detroit, one dollar and seventy-five cents per day.

In Cleveland, one dollar and seventy-five cents per day.

In view of these facts and the liberal concessions heretofore made by this company and the liberal wages now being paid under the agreement of last year, the directors of this company have determined that they can not make the concessions demanded in this article.

"*Article* 3. All extra work on snow-plows shall be paid for at the rate of twenty-five (25) cents per hour; all other overtime shall be paid for at the rate of twenty (20) cents per hour."

The company is entirely willing to concede the terms proposed, and will enter into an agreement in accordance with the provisions of this article.

"*Article* 4. In case complaints are entered against conductors or

drivers, the person entering such complaint shall do so in writing and the conductor or driver so complained of shall be summoned before the superintendent or one or more of the directors, and shall have the right to a fair hearing, to be present when the testimony of his accuser is taken, and to call witnesses in his own behalf."

The charges on which the majority of drivers called to the office must be tried under this demand, would be charges of personal discourtesy to passengers, carelessness in driving, irregular habits and dishonesty. It is entirely impracticable for the company to conduct public investigations in the way and manner suggested. The company can not refuse to act upon information derived from disinterested and reliable citizens in regard to the conduct of its employés. The company certainly will not act hastily or without being satisfied as to the substantial nature of the offense, but it can not require that citizens shall appear as if upon trial in a court of justice, revealing themselves to, and testifying before, the offending employé.

Further, this company will not enter into any agreement which will require that it shall retain in its employment in a fiduciary capacity, until after there shall have been a hearing, testimony taken and witnesses examined, a man whom its officers believe to be dishonest. Belief in the dishonesty of an employé is proper ground for discharge in any service where integrity is requisite. There is nothing in the conduct of the business of this company in the past calling for such a provision as this in any agreement.

"*Article* 5. Conductors or drivers shall not be required to wash or sweep their cars, inside or out, but shall dust the car and wipe the windows on the inside. They shall only be required to light the fires and attend the same while running on the road."

The company is entirely willing to concede the terms proposed and will enter into an agreement in accordance with the provisions of this article.

"*Article* 6. No conductor or driver shall be required to handle his horse, except when attached to the car, but shall deliver the same in the barn."

The company is entirely willing to concede the terms proposed, and will enter into an agreement in accordance with the provisions of this article.

"*Article* 7. When a driver or conductor wishes to lay off, he may get permission the night before, providing that there are one-third of the extra men available, and that the time for laying off be limited to two days, except by special permission; and no driver or conductor shall be compelled to work more than six (6) days in any week."

It is impracticable for this company to disarrange its business by adopting the change above proposed. But they may get permission to lay off the night before if such permission be asked before 9 P. M.

"*Article* 8. All conductors and drivers who are required to remain about the depot shall be paid full time, as if working; all regular drivers or conductors who may be laying off and are required to report at any time during the day shall receive twenty (20) cents an hour from the time of reporting until they are dismissed."

The company cannot concede this article as proposed; but striking off the words "all conductors and drivers who are required to remain about the depot shall be paid full time as if working," the company will enter into an agreement in accordance with the terms of the article as thus amended, which will read as follows:

"*Article* 8. All regular drivers or conductors who may be laying off and are required to report at any time during the day shall receive twenty (20) cents per hour from the time of reporting until they are dismissed."

"*Article* 9. No employé shall be discharged or discriminated against by the company because of his connection with any labor organization."

The company is entirely willing to concede the terms proposed, and will enter into an agreement in accordance with the provisions of this article.

"*Article* 10. That conductors and drivers shall be paid a full day for Sunday."

The company is entirely willing to concede the terms proposed, and will enter into an agreement in accordance with the provisions of this article, provided there be added thereto the further limitation as follows: "But the said conductors and drivers shall work the full day when required."

"*Article* 11. All marks against conductor or driver, for being late to take out his car, shall be cancelled at the end of three months."

The company is entirely willing to concede the terms proposed, and will enter into an agreement in accordance with the provisions of this article.

"*Article* 12. It shall be so arranged that all conductors and drivers may leave their money in the office every night, and take the same from the office in the morning."

The company is entirely willing to concede the terms proposed, and will enter into an agreement in accordance with the provisions of this article.

'*Article* 13. That no arrangement shall be made by the company

for the purchase and selection of caps to be worn by conductors and drivers, without first consulting the conductors or drivers as to the style of cap to be worn."

The company must insist upon its right to determine as to the uniform of its employés; but the officers of the company will be glad to and will certainly confer with the men as to any matters relating thereto and involving their comfort and convenience. It is not proposed, however, to enter into any written agreement as to this matter.

"*Article* 14. All articles found in the car by conductor or driver shall be turned into the office, and if not called for by the owner in thirty (30) days they shall be returned to the conductor or driver finding them."

The company will not enter into any such agreement. The articles found in a car do not become the property of either the company or the conductor by lapse of time. The company must therefore hold itself ready to return any such articles to the owner, or respond in damages.

"*Article* 15. This agreement shall take effect April 1, 1888, and continue in effect until April 1, 1889."

The company is entirely willing to concede the terms proposed, and will enter into an agreement in accordance with the provisions of the article.

The company also gives the following further answer to the drivers:

Subsequently William H. Blackstock, a gentleman residing in Detroit, appeared in behalf of the car drivers, and submitted another proposition as a substitute for article 1 in the original proposition of the Car Drivers' Association.

In this communication, Blackstock proposed to abandon the position assumed in the first article, which called for an enforcement in the city of Rochester of a law not applicable to the city at all, and proposed to work more hours than required by that law, if the company would only agree to the following proposition:

"That when committees sent to the company as representatives of employés request the suspension of any of the employés, he or they shall be suspended, and remain so until said committee raises said suspension.

"If these two propositions are acceptable to the company, with the concessions already made to us, we are prepared to enter into the contract with said company for one year from June 1, 1888, to June 1, 1889.

"WILLIAM H. BLACKSTOCK."

The company was unwilling to agree to a proposition which placed the employés of the company and themselves in the hands of a committee as to whom neither the company nor the employés knew anything.

The company having rejected this proposition, a gentleman appears from New York named McGee, claiming to be chairman of a committee of the labor assembly, and on his appearance there was a demand made that ten hours should constitute a day's work for all men. It was not proposed to consent to any reduction in pay, but it was proposed that the company run its cars from 5 o'clock in the morning until 1 o'clock the next morning and supply men sufficient so that every man should be brought within the requirements of this proposition, thereby increasing enormously the expenses of the company for wages when the company was already paying, as appears from article 2, more than is paid in any other city similarly situated.

The company had no notice whatever of the proposed strike. In an interview with a committee representing the car drivers, yesterday afternoon, not the slightest intimation was given by the committee of any proposed strike. They were informed specifically that not even a majority of the executive committee was present; that the board of directors would have to consider and pass upon their proposition; and they struck this morning without giving the company an opportunity to officially and finally consider the matter.

Commissioner DONOVAN.— Allow me to suggest that you select representatives who shall meet a committee of the employés, with full power to settle the difficulty. In all cases where committees are appointed to meet, with power to effect a settlement, happy results are likely to follow. We have often advised this course, and whenever the advice has been followed both sides have been satisfied. Certainly the men want to work, and the company want to run their cars. A speedy settlement which will satisfy both sides is, therefore, most desirable.

Mr. RAINES.— The men, as a rule, are satisfied; there are only a few malcontents. The company has offered many concessions to the men, and the directors feel that they have offered all that they can afford.

Chairman PURCELL.— Mr. Donovan has had a wide experience in settling railroad strikes in New York. I would advise you, gentlemen, by all means, to adopt his suggestions in regard to a conference.

Mr. C. C. WOODWORTH.— There are strangers in this city who represent the men. If the men keep these representatives I think no progress can be made. These men are trying to force New York regulations upon the cars in this city. They do not consider that it

would not pay to run cars through sparsely-settled districts in this city under the same rules as cars are run in New York, where travel is heavy.

Mr. W. C. Barry.— If these strangers should settle here they would soon realize their mistake. If they worked on the Rochester cars they would see that Rochester drivers are as well off as any in other cities.

Commissioner Donovan. — Allow me to repeat my suggestion for a conference. Let a committee of three or five representing the company meet a committee of the same number from the men ; both committees to be given full power to enter into an agreement.

Mr. C. C. Woodworth.— If the Board makes an investigation, what will be its nature ?

Chairman Purcell.—An investigation will only be held in case all efforts to settle the strike fail. In that case, the Board will find out all the facts pertaining to the trouble. The investigation will have a wide scope and will embrace much that would, perhaps, not be allowed in a trial in court. The investigation, if one be held, will be for the benefit of the Legislature and the public too, but primarily for the Legislature, so that in the future, when labor laws are proposed, the Legislature may have the benefit of the researches of the Board.

The company's representatives promised to meet the representatives of their employés at 4 o'clock p. m., and the meeting was adjourned to that time.

At 4 o'clock p. m. the Board met at the same place.

The following representatives of the parties to the controversy attended the meeting: on behalf of the Rochester City and Brighton Railroad Company, Secretary C. C. Woodworth, Treasurer C. B. Woodworth, W. C. Barry, Superintendent Brower and Hon. Thomas Raines; on behalf of the employés, James H. Magee, district master workman of National District Assembly No. 226 ; William H. Blackstock, chairman of the executive board of National District Assembly No. 226; Edwin H. Sanford, master workman of Local Assembly No. 7350; E. H. Warner and Edward Touhey, representing the drivers; John Leonard, master workman of Local Assembly No. 6345, representing the barn men.

Mr. Raines.—Since the morning session of the Board I have consulted with the board of directors of the corporation. These officers have carefully gone over the ground; they have taken into consideration the changes made last year, and have looked at the condition of affairs from all sides. As a result of their deliberations the directors have come to the conclusion that although they may consent to a

reduction of hours for their employés, yet the pay must be by the hour at the same rate as at present; for they can not afford to increase the present operating expenses. I will furnish the Board with figures taken from the last quarterly report made to the Railroad Commissioners, which will make clear the reasons for this decision. This report shows that for the last quarter there was an actual deficiency. Although this report is for the winter months, ending March thirty-first, yet there were no extraordinary expenses; for there has been little labor required in keeping the tracks free from snow during the past winter.

(Mr. Raines presented a statement of the earnings, operating expenses, deductions from income and net income for the quarter ending March 31, 1888, which showed a deficiency of $2,465.71.)

During the past year the city increased considerably the assessment on the company's property. Last year the company voluntarily increased the number of its employés, thus adding several thousand dollars to its yearly expenses. It is impossible for the company to consent to a further increase of its expenses. If the intelligent gentlemen who are before me had been aware of the facts shown in the quarterly report, I am sure that there would not now be this crisis in the affairs of the management. I simply voice the sentiments of the directors when I say that the company can not afford to increase its expenses.

Mr. MAGEE.—It is with a great deal of trepidation that I venture to speak before such a body, and particularly in the presence of the learned counsel of the railroad company. I am, of course, only one of those "idle labor agitators;" still, in my efforts to help my fellow-workmen, I can not allow certain statements to go without contradiction. Very shrewdly the counsel for the company, while acknowledging that the report which he exhibits is for winter months, still tries to throw a delusive mist around the fact. He knows, as I know, that in winter the receipts of every railroad company in the country reach their lowest ebb. Why does he not read his report for the summer months or for the entire year? Because he knows that instead of showing such a deficit as he would have us infer, a very handsome profit would be shown. And it is right that the company should make money. We only object to the effort to make us believe that the company is not making money. We like to see the company make money. One would naturally suppose that when the company is doing a profitable business its employés would receive some of the benefit. This is not the case, however, with the railroad company; the company shows no disposition to allow its employés to reap any

of the benefit of its prosperity. The offer of the men to the company was eleven hours and thirty minutes work for the same pay as at present — one dollar and sixty-six cents to two dollars. The directors of the company claim to be too poor to do this. The men made another proposition — to accept a reduction in wages, provided conductors be placed on cars, thus relieving drivers of extra work, which they ought not to be required to do. On this point the drivers have the hearty support of the public. Conductors are wanted, and the demand of the drivers is most reasonable. We now offer the same propositions — eleven hours and thirty minutes for a day's work, or as nearly so as is practicable, according to the time-tables of the different routes, to be performed within twelve consecutive hours. In case the pecuniary condition of the company does not permit it to pay the same wages as at present, after the reduction in hours, then that the wages be reduced and conductors placed on cars. I do not think the directors of the company have the heart to cut down the wages of the poor drivers. The employés of the company do not receive two dollars a day; some only receive one dollar and sixty-six cents, and the average is about one dollar and eighty-eight cents. If the company is so nearly bankrupt that it can not reduce the hours without cutting down the wages, I have another offer to make: I will bring from New York a company which will assume all the company's floating debt, pay for all its fixtures, pay handsomely for the stock, and run the plant, putting two men and a team on every car, and allowing both men to do their daily work within twelve hours, for at least as much pay as this company now gives. Gentlemen, many New York companies make less money than this one. We ask nothing except what is right, as I am sure every fair-minded man will, on consideration, admit. We are willing to abide by the decision of arbitrators, or leave the question to the citizens of Rochester.

Mr. Raines. — The treatment which the representatives of the street-car drivers' organization have accorded the company is not such as they would like to receive if they were engaged in a business enterprise. Such treatment does not tend to inspire the directors with confidence in carrying on negotiations. The strike comes unexpectedly and without warning. I knew nothing of it until I started to take a car down town this morning. It was the same with some of the directors, and none of them were given any notice of the strike until it occurred, although frequent friendly conferences with the men have been held. As to the demands of the drivers,

figures can show that if these demands were complied with the company would become bankrupt.

Mr. MAGEE.—The company were given all the notice that they could expect. The directors certainly knew what was coming. We waited and waited for a favorable answer to our just and reasonable requests; we were put off from time to time until we felt that we had to take decisive action. I see by one of the daily papers that the company's superintendent, Mr. Brower, says that the drivers here are paid more than those in New York. How careful he is to omit telling that the New York drivers' work is much easier, as conductors are placed on all cars. The superintendent says that "the company's drivers are better paid and better off in every way than those in New York." This is false, and, taken altogether, the lot of a New York driver is much preferable to that of a driver in Rochester. There are thirty-three drivers working twelve hours, 116 drivers from eleven hours twenty minutes to eleven hours fifty minutes, according to the superintendent. He says nothing about working from fifteen to seventeen hours in order to fill up the twelve hours, having to wait around three, four, or five hours. Very delicately he says that besides these drivers there are reliefs working from seven hours fifty-eight minutes to eleven hours thirty-six minutes. Name the driver, if you can, who only works seven hours, fifty-eight minutes.

Chairman PURCELL.—I would suggest that personal issues be avoided. I also desire to say that nobody should be held responsible for a newspaper interview unless he has been shown the article in print and has an opportunity to revise it, or has read the article and pronounced it correct as published.

Superintendent BROWER.—I have not seen the article.

Commissioner DONOVAN.—Let us consider the requests of the men, with the answers of the company, section by section. We may find that the differences are not so material as they now seem. I see, by looking over the documents, that out of the fourteen sections there are now only seven sections about which there is any difference; concessions have been made on all the other points.

Mr. RAINES.—All the concessions are one side, however. That is a fact to which I wish to draw attention.

Commissioner DONOVAN.—Perhaps concessions may now be obtained from the other side.

Mr. MAGEE.—Section 14 was stricken out at the request of the men early in the negotiations. I notice that the company published it just the same as if it were still included.

Mr. Raines.—It was certainly proper to publish the section. It was part of a paper, carefully drawn up and written on a typewriter in a lawyer's office. The section shows a disregard of ordinary principles of justice in asking that unclaimed property be returned to the drivers.

Mr. Magee, on behalf of the employés, withdrew section 13. He also accepted the company's amendments to sections 7, 8 and 10.

Commissioner Donovan.—The only sections now in dispute are sections 1, 2 and 4. Perhaps they can be compromised as easily as the others.

Mr. Raines.—I will state, as the company's ultimatum, that it will not put conductors on cars.

Mr. Magee.—We are even willing to waive that point if the question of hours is satisfactorily met by the company.

Commissioner Donovan.—The question of hours is the principal point of difference. If that be satisfactorily arranged I believe the whole difficulty will be at an end. Let me make a suggestion. Suppose that drivers on straight runs do their work within twelve hours and the swing or relief drivers within fourteen hours.

Mr. C. C. Woodworth.—If the drivers on straight runs have to get through their work within twelve consecutive hours they will actually only work eleven hours, or, perhaps, eleven hours and ten minutes. To consent to this the company will have to employ twenty-six additional men, which will cost about $16,000 a year.

Mr. Raines.—As you see, gentlemen, that proposition, if accepted, would cost $16,000 a year; not a very large sum, you may think, but still more than the company can afford to add to its expenses.

Mr. Magee made the following proposition:

That all straight runs shall be within twelve (12) consecutive hours' with a reasonable time for meals, not less than thirty (30) minutes.

That reliefs shall not number more than one-fourth of the total number of straight runs on the road.

That the reliefs shall work not more than twelve (12) hours, to be performed within fourteen (14) consecutive hours.

All other matters of detail shall be referred to arbitrators for settlement.

Mr. C. C. Woodworth.—The company can not accept this proposition.

Mr. Raines.—The committee has shown a disposition in treating with us to-day which is an agreeable surprise. Although the directors feel that they have already conceded too much, yet they are disposed to make still another offer; it is that eleven and one-half ($11\frac{1}{2}$) hours shall constitute a day's work, to be performed within fourteen (14) consecutive hours.

Mr. MAGEE.— We cannot agree to that proposition.

Commissioner DONOVAN.— Why not compromise on eleven and one-half (11½) hours within thirteen (13) hours?

Mr. MAGEE — That would not be satisfactory to us.

Commissioner DONOVAN.—Since we seem unable to make satisfactory arrangements at this meeting, I suggest that the matter be left to arbitrators, each side to name one, and the two thus selected to choose a third. Should you ask us to act as arbitrators, we would insist that both sides sign an agreement to abide by our decision, and that the operation of the road be resumed pending the arbitration.

Mr. MAGEE.—We have, at all times, been ready to submit the matter to arbitration. We told the directors so before the strike.

Mr. C. C. WOODWORTH.—No suggestion for arbitration was made to me before the strike.

Mr. SANFORD.— At one of the conferences between the committee of Local Assembly 7350 and the directors we offered to arbitrate.

Mr. C. C. WOODWORTH.— The offer must have been overlooked.

Commissioner DONOVAN.— I am sorry that we have failed to make a settlement. When conferences do not result in settlements, ill-feeling is likely to be engendered. I hope that will not be the case here. I earnestly advise you to submit your differences to arbitration.

Mr. MAGEE.— We are perfectly willing to arbitrate.

Mr. RAINES.— If the matter is submitted to arbitration, will the question in regard to conductors be included, or will the arbitrators be confined to those questions not already settled?

Mr. MAGEE.— We expect, of course, that all questions hitherto raised will be submitted to the arbitrators.

Mr. RAINES.— The directors are unwilling to put themselves in a position where they are liable to have to assume the additional expenses involved in the propositions which have been made.

The meeting was then adjourned to May twenty-third.

On the morning of the twenty-third the Board held two conferences, one with the directors of the company and their counsel, and the other with the representatives of the employés.

The representatives of the company agreed to submit their ultimatum at 2 o'clock P. M., at which time Mr. Raines, on behalf of the company, offered this proposition:

That for the straight runs eleven and a half hours shall constitute a day's work, to be performed within thirteen consecutive hours; and for the reliefs twelve hours shall constitute a day's work, to be performed within fourteen consecutive hours.

That all conductors and drivers in the employ of the company

shall receive one dollar and sixty-six cents per day for the first three months, one dollar and seventy-five cents per day for the next twelve months, and two dollars per day thereafter.

The Board then met the representatives of the employés and submitted to them the foregoing proposition, which, after careful consideration, they concluded to accept. The representatives of the several parties to the controversy then met, and, after discussing the minor details of the settlement, they executed the following agreements:

It is hereby agreed by and between the Rochester City and Brighton Railroad Company and James H. Magee, national district master workman of District Assembly 226, Knights of Labor; William H. Blackstock, chairman of the executive board of said district assembly; Edward H. Sanford, of Local Assembly 7350, Knights of Labor, and John Leonard, of Local Assembly 6345, Knights of Labor, for and on behalf of the employés of said company as follows:

First. That for the straight runs eleven and a half hours shall constitute a day's work, to be performed within thirteen consecutive hours; and for the reliefs twelve hours shall constitute a day's work, to be performed within fourteen consecutive hours.

Second. That all conductors and drivers in the employ of the company are to receive one dollar and sixty-six cents per day for the first three months, one dollar and seventy-five cents per day for the next twelve months, and two dollars per day thereafter.

Third. All extra work on snow-plows shall be paid for at the rate of twenty-five (25) cents per hour; all other overtime shall be paid for at the rate of twenty (20) cents per hour.

Fourth. No employé shall be discharged without a good and sufficient reason being given him or his representatives.

Fifth. Conductors or drivers shall not be required to wash or sweep their cars, inside or out, but shall dust the car and wipe the windows on the inside. They shall only be required to light their fires and attend the same while running on the road.

Sixth. No conductor or driver shall be required to handle his horse except when attached to the car, but shall deliver the same in the barn.

Seventh. When a driver or conductor wishes a day off he may get permission the day before, provided that he asks before 9 P. M., and provided that there is an extra to take his place.

Eighth. All regular drivers and conductors who may be laying off, and are requested to report at any time during the day, shall receive twenty (20) cents per hour from the time of reporting until they are dismissed.

Ninth. No employés shall be discharged or discriminated against by the company because of their connection with any labor organization.

Tenth. That conductors and drivers shall be paid a full day for Sunday; but the said conductors and drivers shall work the full day when required.

Eleventh. All marks against any conductor or driver for being late to take out his car shall be canceled at the end of three months.

Twelfth. It shall be so arranged that all conductors and drivers may leave their money in the office every night, and take the same from the office in the morning.

Thirteenth. This agreement shall take effect May 23, 1888, and continue in effect until April 1, 1889.

Fourteenth. Either party to this agreement desiring to make any change in the same shall give notice to the other party, in writing, thirty days prior to the expiration of the agreement, specifying the particulars in which they desire such change, and in the absence of any such notification, this agreement to continue for another year.

CHAUNCEY C. WOODWORTH,
Secretary Rochester City and Brighton Railroad Company.

JAMES H. MAGEE,
D. M. W., D. A. 226.

WILLIAM H. BLACKSTOCK,
Chairman of N. D. A. Executive Board 226.

EDWIN H. SANFORD,
M. W., L. A. 7350.

JOHN LEONARD,
M. W., L. A. 6345.

It is hereby agreed by and between the Rochester City and Brighton Railroad Company and James H. Magee, national district master workman of District Assembly 226, Knights of Labor; William H. Blackstock, chairman of the executive board of said district assembly, Knights of Labor; and John Leonard, of Local Assembly 6345, Knights of Labor, for and on behalf of the employés of said company, as follows:

First. That no employé shall be required to care for more than sixteen horses per day, with changes included.

Second. That no employé shall be discharged from his employment without a good and sufficient reason being given him or his representatives.

Third. That no man shall be put out of his alley except he is late more than twice in three months.

Fourth. That no employé working under this agreement shall be required to work after 6 P. M. on Sundays, and shall not be required to sweep beyond the curb line on Sundays.

Fifth. That a man be appointed in each barn who alone will be responsible for the shoeing of the horses in winter.

Sixth. No employés shall be discharged or discriminated against by the company because of their connection with any labor organization.

Seventh. That the men be furnished with proper tools to work in their various departments.

Eighth. All hostlers, changers, switchmen, lampmen and utility men shall receive a dollar and fifty cents per day; all night men a dollar and sixty-two and one-half cents per day, and all feeders a dollar and seventy-five cents.

Ninth. This agreement shall take effect May 23, 1888, and continue in effect until April 1, 1889.

Tenth. Either party to this agreement desiring to make any change in the same shall give notice to the other party, in writing, thirty days prior to the expiration of the agreement, specifying the particulars in which they desire such change; and in the absence of any such notification, this agreement to continue for another year.

CHAUNCEY C. WOODWORTH,
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D. M. W., N. D. A. 226.

WILLIAM H. BLACKSTOCK,
Chairman of Executive Board, N. D. A. 226.

JOHN LEONARD,
M. W., L. A. 6345.

BROOKLYN.

On the thirty-first of July a driver and a conductor who were employed on the Brooklyn Crosstown railroad were punished because their car had arrived at the Erie Basin terminus of the line four minutes ahead of the schedule time, the former being discharged and the latter suspended for four days. These men reported the facts to Local Assembly 5174, Knights of Labor, and complained that the starter at the Erie Basin terminus had punished them because they failed to patronize his father's store. The local assembly decided to

order a tie-up unless these men were reinstated; and they demanded that the starter at the Erie Basin terminus be dismissed from the service of the company. They alleged that the agreement between the company and their assembly had been violated by the summary discharge of these two men, and that the company had previously violated the agreement on several occasions.

The superintendent of the road refused to comply with these demands, and the road was tied up at 5 o'clock A. M. Sunday, August fifth, by a strike of the conductors, drivers, stablemen, etc., in number about four hundred. The resident member of the Board soon learned of the difficulty and placed himself in communication with the officers of the company and the representatives of the employés. After repeated interviews with them, arrangements were made for a meeting of the representatives of both parties to the controversy, which meeting was held on Monday, August sixth, at 3 o'clock P. M.

Henry W. Slocum, Jr., and Superintendent D. W. Sullivan represented the Crosstown Railroad Company, and the employés were represented by James P. Graham, Andrew D. Best, Edward Moan, Thomas Coopey and August Wilson, executive board of District Assembly No. 75, Knights of Labor. Commissioner F. F. Donovan represented the Board.

After a full discussion of the questions in dispute a settlement was arrived at, and the following agreement was executed:

First. That Frank De Monge (driver) shall return to the employment of the company after one week's suspension without pay, and that he shall take his car, as before the difficulty, on Friday, August 10, 1888.

Second. That the charges against William Bray, the starter at the Erie Basin depot of the Crosstown Railroad Company, are withdrawn.

Third. That the running of cars be resumed at the regular hour on August 7, 1888.

This document was duly signed by the representatives of both parties, and the agreement of January 2, 1888, was ratified.

TANNERY EMPLOYÉS.

HARRISVILLE.

On the 16th of December, 1887, a communication was received from C. M. Morrison, district master workman of District Assembly 156, Knights of Labor, calling the attention of the Board to a difficulty existing between T. E. Proctor and the employés in his tannery at Harrisville, N. Y.

A member of the Board visited Harrisville on the twenty-first of December, and learned that Mr. Proctor's tannery at that place was conducted by Mr. Burr, a superintendent. The employés complained that when a committee of the employés waited upon the superintendent he refused to listen to their grievances and would have no conversation with them; and that he afterwards, without cause, discharged from his employ the members of such committee and other employés who were members of the local assembly of the Knights of Labor; that subsequently a committee of the district executive board of District Assembly 156 called upon Mr. Burr who refused to meet them; and that he threatened to use his revolver if any more committees waited upon him. The employés also complained that the superintendent had so altered the methods of working in the tannery that they were unable to earn within thirty per cent of their former earnings.

The superintendent and foreman of the tannery at first refused to meet the member of the Board, but afterwards reconsidered their action, and Mr. Burr, the superintendent, discussed the situation with him. Mr. Burr claimed that he had discharged the hands for not performing their duties satisfactorily.

Subsequently the employés sent to the Board a communication addressed to Mr. Thomas E. Proctor, the proprietor of the tannery, setting forth the grievances complained of and offering to submit the same to a board of arbitration for settlement. Attached to this communication were several affidavits in support of their statement of grievances. The secretary of the Board presented a copy of these papers to Mr. Proctor, who stated that he would give the matter his attention. A few months later the Board was informed that the condition of affairs in the tannery had somewhat improved.

APPENDIX.

The following is an act of Congress providing for the arbitration of controversies between railroad corporations and other common carriers engaged in interstate transportation of property or passengers, and their employés; also the act creating the State Board of Mediation and Arbitration:

AN ACT to create boards of arbitration or commissions for settling controversies and differences between railroad corporations and other common carriers engaged in interstate and territorial transportation of property or passengers and their employés.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled.

SECTION 1. That whenever differences or controversies arise between railroad or other transportation companies engaged in the transportation of property or passengers between two or more states of the United States, between a territory and state, within the territories of the United States, or within the District of Columbia, and the employés of said railroad companies, which differences or controversies may hinder, impede, obstruct, interrupt, or affect such transportation of property or passengers, if, upon the written proposition of either party to the controversy to submit their differences to arbitration, the other party shall accept the proposition, then and in such event the railroad company is hereby authorized to select and appoint one person, and such employé or employés, as the case may be, to select and appoint another person, and the two persons thus selected and appointed to select a third person, all three of whom shall be citizens of the United States and wholly impartial and disinterested in respect to such differences or controversies; and the three persons thus selected and appointed shall be, and they are hereby, created and constituted a board of arbitration, with the duties, powers and privileges hereinafter set forth.

§ 2. That the board of arbitration provided for in the first section of this act shall possess all the powers and authority in respect to

administering oaths, subpœnaing witnesses and compelling their attendance, preserving order during the sittings of the board, and requiring the production of papers and writings relating alone to the subject under investigation, now possessed and belonging to United States commissioners appointed by the Circuit Court of the United States; but in no case shall any witness be compelled to disclose the secrets or produce the records or proceedings of any labor organization of which he may be an officer or member; and said board of arbitration may appoint a clerk and employ a stenographer, and prescribe all reasonable rules and regulations, not inconsistent with the provisions of this act, looking to the speedy advancement of the differences and controversies submitted to them to a conclusion and determination. Each of said arbitrators shall take an oath to honestly, fairly and faithfully perform the duties, and that he is not personally interested in the subject matter in controversy, which oath may be administered by any state or territorial officer authorized to administer oaths. The third person so selected or appointed as aforesaid shall be the president of the board; and any order, finding, conclusion or award made by a majority of such arbitrators shall be of the same force and effect as if all three of such arbitrators concurred therein or united in making the same.

§ 3. That it shall be the duty of said board of arbitration, immediately upon their selection, to organize at the nearest practicable point to the place of the origin of the difficulty or controversy, and to hear and determine the matters of difference which may be submitted to them in writing by all the parties, giving them full opportunity to be heard on oath, in person and by witnesses, and also granting them the right to be represented by counsel; and after concluding its investigation said board shall publicly announce its decision, which, with the findings of fact upon which it is based, shall be reduced to writing and signed by the arbitrators concurring therein, and, together with the testimony taken in the case, shall be filed with the commissioner of labor of the United States, who shall make such decision public as soon as the same shall have been received by him.

§ 4. That it shall be the right of any employés engaged in the controversy to appoint, by designation in writing, one or more persons to act for them in the selection of an arbitrator to represent them upon the board of arbitration.

§ 5. That each member of said tribunal of arbitration shall receive a compensation of ten dollars a day for the time actually employed. That the clerk appointed by said tribunal of arbitration shall receive

the same fees and compensation as clerks of United States circuit courts and district courts receive for like services. That the stenographer shall receive as full compensation for his services ten cents for each folio of an hundred words of testimony taken and reduced to writing before said arbitrators. The United States marshals or other persons serving the process of said tribunal of arbitration shall receive the same fees and compensation for such services as they would receive for like services upon process issued by United States commissioners. That witnesses attending before said tribunal of arbitration shall receive the same fees as witnesses attending before United States commissioners. That all of said fees and compensation shall be payable by the United States in like manner as fees and compensation are payable in criminal causes under existing laws: *Provided*, That the said tribunal of arbitration shall have power to limit the number of witnesses in each case where fees shall be paid by the United States. *And provided further*, That the fees and compensation of the arbitrators, clerks, stenographers, marshals and others for service of process, and witnesses under this act shall be examined and certified by the United States district judge of the district in which the arbitration is held before they are presented to the accounting officers of the Treasury Department for settlement, and shall then be subject to the provisions of section eight hundred and forty-six of the Revised Statutes of the United States; and a sufficient sum of money to pay all expenses under this act and to carry the same into effect is hereby appropriated out of any money in the Treasury not otherwise appropriated. *And provided likewise* not more than five thousand dollars shall be expended in defraying the costs of any single investigation by the commission hereinafter provided for.

§ 6. That the President may select two commissioners, one of whom at least shall be a resident of the state or territory in which the controversy arises, who, together with the Commissioner of Labor, shall constitute a temporary commission for the purpose of examining the causes of the controversy, the conditions accompanying, and the best means of adjusting it; the result of which examination shall be immediately reported to the President and Congress, and on the rendering of such report the services of the two commisssoners shall cease. The services of the commission, to be ordered at the time by the President and constituted as herein provided, may be tendered by the President for the purpose of settling a controversy such as contemplated, either upon his own motion, or upon the application of one of the parties to the controversy, or upon application of the executive of a State.

§ 7. That the commissioners provided in the preceding section shall be entitled to receive ten dollars each per day for each day's service rendered, and the expenses absolutely incurred in the performance of their duties; and the expenses of the Commissioner of Labor, acting as one of the commission, shall also be reimbursed to him. Such compensation and expenses shall be paid by the Treasurer of the United States, on proper vouchers, certified to by the Commissioner of Labor and approved by the Secretary of the Interior.

§ 8. That upon the direction of the President, as hereinbefore provided, the commission shall visit the locality of the pending dispute, and shall have all the powers and authority given in section 2, to a board of arbitration, and shall make careful inquiry into the cause thereof, hear all persons interested therein who may come before it, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust such dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept in the office of the Commissioner of Labor, who shall cause a copy thereof to be filed with the secretary of the state or territory, or states or territories, in which the controversy exists.

§ 9. That in each case the commissioners who may be selected as provided shall, before entering upon their duties, be sworn to the faithful discharge thereof. The Commissioner of Labor shall be chairman *ex-officio* of the commission, and may appoint one or more clerks or stenographers to act in each controversy only, which clerks or stenographers shall be compensated at a rate not exceeding six dollars per day each, and actual expenses incurred shall be reimbursed.

§ 10. The Commissioner of Labor shall, as soon as possible after the passage of this act, establish such rules of procedure as shall be approved by the President; but the commission shall permit each party to a controversy to appear in person or by counsel, and to examine and cross-examine witnesses. All its proceedings shall be transacted in public, except when in consultation for the purpose of deciding upon the evidence and arguments laid before it. The chairman of the commission is hereby authorized to administer oaths to witnesses in all investigations conducted by the commission, and such witnesses shall be subpœnaed in the same manner as witnesses are subpœnaed to appear before United States courts and commissioners, and they shall each receive the same fees as witnesses attending before United States commissioners: *Provided,* That said

temporary board of commissioners shall have power to limit the number of witnesses in each case where fees shall be paid by the United States.

§ 11. All fees, expenses and compensation of this commission shall be paid as hereinbefore provided in section five of this act.

Approved, *October* 1, 1888.

CHAPTER 63, LAWS of 1887.

AN ACT to provide for the amicable adjustment of grievances and disputes that may arise between employers and employés, and to authorize the creation of a State Board of Mediation and Arbitration.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful to submit the same in writing, to a board of arbitrators for hearing and settlement. Said board shall consist of three persons. When the employés concerned are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said body shall have power to designate one of said arbitrators, and the employer shall have power to designate one other of said arbitrators, and the said two arbitrators shall designate a third person, as arbitrator, who shall be chairman of the board. In case the employés concerned in any grievance or dispute are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate one arbitrator for said board, and said board shall be organized as hereinbefore provided. And in case the employés concerned in any grievance or dispute are not members of any labor organization, then a majority of said employés, at a meeting duly held for that purpose, shall designate one arbitrator for said board, and the said board shall be organized as hereinbefore provided. In all cases of arbitration the grievance or matter of dispute shall be succinctly and clearly stated in writing, signed by the parties to the arbitration or some duly authorized person on their behalf, and submitted to such board of arbitration.

§ 2. Each arbitrator so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer duly authorized

to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath may be filed in the office of the clerk of the county where such dispute arises. When the said board is ready for the transaction of business it shall select one of its number to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing. The chairman shall have power to administer oaths and to issue subpœnas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of record or the judges thereof in this state. The board may make and enforce the rules for its government and the transaction of the business before it, and fix its sessions and adjournment, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

§ 3. After the matter has been fully heard, the said board, or a majority of its members, shall within ten days render a decision thereon, in writing, signed by them, giving such details as will clearly show the nature of the decision and the points disposed of. Such decision shall be a settlement of the matter referred to said arbitrators unless an appeal is taken therefrom as is hereinafter provided. The decision shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the State Board of Mediation and Arbitration, hereinafter mentioned, together with the testimony taken before said board.

§ 4. When the said board shall have rendered its decision its power shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons, and in such case such persons may submit their differences to the said board, which shall have power to act, and arbitrate and decide upon the same as fully as if said board was originally created for the settlement of such other difference or differences.

§ 5. Within three days after the passage of this act, the Governor shall, with the advice and consent of the Senate, appoint a State Board of Mediation and Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of three years, to commence immediately upon the expiration of the term of office of the members of the present State Board of Arbitration, created under chapter four hundred and ten of the Laws of one thousand eight hundred and eighty-six. One of said persons shall be selected from the party which at the last general election

cast the greatest number of votes for Governor of this state, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for Governor of this state, and the other of said persons shall be selected from a *bona fide* labor organization of this state. If any vacancy happens by resignation or otherwise, he shall in the same manner appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said board shall have a clerk or secretary, who shall be appointed by the board, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe. He shall have power, under the direction of the board, to issue subpœnas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record or the judges thereof, in this State. Such arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said board.

§ 6. An appeal may be taken from the decision of any local board of arbitration, within ten days after the rendition and filing of such decision. It shall be the duty of said State Board of Mediation and Arbitration to hear and consider appeals from the decisions of local boards, and promptly to proceed to the investigation of such cases, and the decision of said board thereon shall be final and conclusive in the premises, upon both parties to the arbitration. Such decision shall be in writing, and a copy thereof shall be furnished to each party. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state. Examinations or investigations ordered by the board may be held and taken by and before any one of their number, if so directed. But the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 7. Whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful for the parties to submit the same directly to said state board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly, and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lock-out or strike, until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpœnas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record or the judges thereof in this state.

§ 8. After the matter has been fully heard, the said board, or a majority of its members shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 9. Whenever a strike or lock-out shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lock-out, and put themselves in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in their judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpœna witnesses, compel their attendance, and send for persons and papers,

in like manner and with the same powers as it is authorized to do by section seven of this act.

§ 10. The fees of witnesses shall be fifty cents for each day's attendance, and four cents per mile travelled by the nearest route in getting to or returning from the place where attendance is required by the board. All subpœnas shall be signed by the secretary of the board, and may be served by any person of full age authorized by the board to serve the same.

§ 11. Said board shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to them conducive to harmonizing the relations of, and disputes between employers and the wage-earning masses, and the improvement of the present system of production.

§ 12. Each arbitrator shall be entitled to an annual salary of three thousand dollars, payable in quarterly installments from the treasury of the state. The clerk or secretary shall receive an annual salary of two thousand dollars, payable in like manner.

§ 13. Whenever the term "employer" or "employers" is used in this act, it shall be held to include "firm," "joint-stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place.

§ 14. This act shall take effect immediately.

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